TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~342~~. 65

EDWIN W. PARCELS, PLAINTIFF IN ERROR,

vs.

PRISCILLA JOHNSON AND HER HUSBAND, HENRY JOHNSON.

IN ERROR TO THE SUPREME COURT OF THE STATE OF MISSOURI.

FILED DECEMBER 7, 1872.

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INDEX.

	Original.	Print.
Preamble	1	1
Plaintiff's petition	1, 2	1
Amended answer	3	2
Motion to strike out part of answer	7	4
Copy of part stricken out	11	5
Replication	11	6
Issue joined	14	7
Warrant to Skinner	14	7
TESTIMONY FOR PLAINTIFF.		
Certificate of right to locate	15	8
Copy of patent	19	10
Defendant objects to introduction of above warrant	20	11
Deed of McNair to Good	21	11
Second deed of McNair to Good	23	12
Deed of Good to Parcels	25	13
Deposition of Priscilla Johnson	30	16
Deposition of Nancy King	35	19
Deposition of Joshua Heptinstoll	37	20
Defendant's motion to suppress	40	22
Plaintiffs close	41	22
DEFENDANT'S TESTIMONY.		
Testimony of W. H. Parcels	41	22
Gilstrap	42	23
Roland	42	23
Jon. T. Smith	43	33
Copy of transcript, Halifax Co., North Carolina	43	24
Certificate of same	52	29
Copy of transcript of Howard probate court, (defendant.)	53	30
Exemplification of power of attorney of Henry Johnson, and attached papers	58	33

	Original.	Print.
Objections of plaintiff	62	35
Certificate of location, and attached papers	62	35
Letter from Land Commissioner	66	37
Power of attorney from Johnson to Hervey	67	38
Plaintiffs' objection to introduction of said power of attorney	71	40
Copy declaration of law refused plaintiff by court	72	40
Finding for debt	73	41
Motion for new trial	73	41
Motion overruled	74	42
Motion in arrest	74	42
Motion overruled	75	42
Order for appeal	76	43
Certificate and seal	77	43
Bill of costs	77	43
Proceedings in supreme court of Missouri	78	44
Assignment of errors	78	45
Judgment of supreme court	80	45
Bond	81	46
Opinion of the court	83	47
Clerk's certificate	92	50
Citation	93	50
Writ of error	95	51
Return to writ of error	96	51

1 STATE OF MISSOURI, *ss:*

Be it remembered that, heretofore, to wit, on the thirtieth day of September, A. D. eighteen hundred and seventy-one, there was filed in the office of the clerk of the supreme court, held at St. Louis, of the State of Missouri, a transcript of the record and proceedings in a certain cause lately pending in the circuit court of Adair County, which transcript is in the words and figures following, to wit:

TRANSCRIPT.

PRISCILLA JOHNSON AND HER HUSBAND, Henery Johnson, pl'ffs,
against
EDWIN W. PARCELS, DEFENDANT.

In the Adair circuit court, Mo.

Preamble.

Be it remembered that at the June term, 1871, of the Adair County circuit court, among other proceedings, the following were had in this case, to wit:

On the 5th day of May, 1870, the plaintiffs filed their petition for dower, which is in words and figures as follows, to wit:

PRISCILLA JOHNSON & HENRY JOHNSON, HER husband, plaintiffs,
against
EDWARD W. PARCELS, DEF'T.
} Pet. for dower.

2 In the circuit court of Adair County, May term, A. D. 1870.

Petition.

To the circuit court of Adair County, Mo.:

Your petitioners respectfully show*eth* that the said Priscilla Johnson is the widow of Uriah W. Skinner, late of Halifax, North Carolina, who died on the day of January, A. D. 1834, and since then, to wit, on the 20th day of Feb., 1840, she, the said Priscilla, intermarried with the said Henry Johnson.

Petitioners further state that the said Uriah W. Skinner died siezed of an estate of inheritance of the following lands in Adair Co., Mo., to wit, the southeast quarter of section four, (4,) township No. sixty-two, of range No. fifteen, containing one hundred & sixty acres, more or less; and that said Priscilla has not had dower assigned to her therein, or in any part thereof, within twelve months after the decease of the said Uriah W. Skinner, nor at any time since; that the defendant is in possession of, & claims to be the owner of, said land, by deed of conveyance from Ja's C. Good, who was the grantee of Henry C. Skinner, heir of said Uriah W. Skinner, except that portion laid off into town-lots, & known as the northeast addition to the town of Kirksville; also, seven acres out of the southwest corner of the southeast q'r of the southeast quarter sold by def. to one Harvey Sloan. Also, eight acres commencing at a point fifty-four rods & one foot north of the southeast cor-

ner of section No. 4, & running thence due west the length of
3 two (2) square acres, thence north, parallel with east line of section four, the length of four square acres, thence east to said section-line aforesaid, thence south to the place of beginning, sold by def. to one Richard L. Powers.

Wherefore plaintiffs respectfully apply to this hon. court for the admeasurement of said Priscilla's dower in the lands first aforesaid, not included in the above parts & portions of said land last described.

ELLISON & ELLISON,
HARRINGTON & COVER,
Att'ys for Plaintiffs.

On the reverse side of said petition is the following endorsement, to wit:

Filed May 5th, 1870. E. O. Gates, clerk.

That afterwards, to wit, on the 16th day of June, 1871, the defend'nt filed his amended answer, which is in words & figures as follows, to wit:

Amended answer.

Circuit court of Adair County.

HENRY JOHNSON & PRISCILLA JOHNSON, pl'ffs, *against* EDWIN W. PARCELS, DEF'T. } Amended answer.

Defendant answering plaintiffs' petition denies that plaintiff Priscilla Johnson, is the widow of Uriah W. Skinner, late of Halifax, N. Carolina; admits that Uriah W. Skinner died on the day of January, 1834, & admits that Priscilla intermarried with pl'ff Henry Johnson about the time alleged. Defendant denies that said Uriah W. Skinner died siezed, or ever was seized, of an estate of inheritance,
4 or any other estate in & to the lands in plaintiffs' petition mentioned. Admits that plaintiff Priscilla Johnson never had dower in kind assigned in said land. Defendant admits that he is in possession of said lands, except as stated in the petition. Defendant, further answering, avers that the title to the land aforesaid was in the Government of the United States up to the 11th day of January, 1847—both the legal & equitable title.

That, on the day last aforesaid, said quarter-section of land was taken up by a location of a military land-warrant thereon, No. 26198, for 160 acres, in the name of one Uriah W. Skinner, under the following circumstances: Said warrant was issued by the War Department of the United States on the 27th day of March, 1829, in the name of one Uriah W. Skinner, a private in Walker's Company, 35th Reg't United States Infantry, in the war of 1812, and was deposited in the General Land-Office at Washington, D. C., & there remained until the death of said Skinner, in the year 1834, & further so remained dormant until the passage of the act of Congress of July 21st, 1842, under which it was revived & re-issued on the application of the plaintiff, Henry Johnson, as the guardian of Calvin Skinner, only heir at law of Uriah W. Skinner, who
d ied as aforesaid.

That a certificate of re-issue was obtained by the said Henry Johnson

as guardian aforesaid, & was transmitted to W'm McNair, of Fayette, Missouri, the register of lands of the United States for the Fayette district in Missouri, as agent of said Johnson, guardian aforesaid,
5 with instructions to convert the same into money for the use of his ward, Calvin Skinner, aforesaid. That whether the parties who managed the business of locating said warrant intended to locate the same in the name of Calvin Skinner or in the name of Uriah W. Skinner, defendant has not sufficient knowledge or information to form a belief, but avers it was the intention & design to locate said warrant to the use & for the benefit of the said heir of said Uriah W. Skinner for the purpose of converting said warrant into money for his use & benefit.

Defendant further avers that, in pursuance of such design as aforesaid upon the part of said Johnson, guardian, and McNair, his agent, to convert said warrant into money as aforesaid, & said McNair sold said warrant to one James C. Good for two hundred dollars in cash, the full value thereof, & to locate said land as herein described with said warrant for the use & benefit of said Good, who had at that time the possession of said land & a valuable improvement thereon, & had such improvement & possession before said land was brought into market by the United States; & in confirmation of said understanding & purpose it was agreed between McNair & Good that the title thereto acquired by said warrant should be conveyed to said Good.

Defendant avers that the said Calvin Skinner, being the only heir at law of said Uriah W. Skinner, at the time of the re-issuing of said warrant under the aforesaid act of Congress of July 27th, 1842, & by virtue of the re-issue of the said warrant, was the legal
6 owner & beneficiary thereof, & acquired by the said location the full title of the United States to the said quarter-section of land aforesaid, which title defendant claims, by regular conveyance from the said Calvin Skinner to the said J. C. Good, & from the said Good to defendant, under color of which title this defendant, & those under whom he claims have been in the actual, notorious, continuous adverse possession of said land for more than twenty-five years before the commencement of this suit, wherefore defendant says that the plaintiffs are barred by the statute of limitations in such cases made & provided.

Defendant, further answering, states that the said J. C. Good paid to the said W'm McNair the said sum of two hundred dollars purchase-money agreed to be paid as aforesaid, for the use of said Calvin Skinner; that said McNair transmitted the same to said plaintiff Henry Johnson, who was then & there the guardian of said Calvin, in Halifax County, North Carolina, who received the same as such guardian, accounted for, & paid to & for the use of said Calvin Skinner, two-thirds of the sum remaining after paying expenses of said McNair in locating said warrant & selling the same, retaining the other one-third part of said money for the use & benefit of plaintiff Priscilla Johnson, his wife, as her supposed dower in the said money.

Defendant denies that he claims title under Uriah W. Skinner or under Henry C. Skinner, but under Calvin Skinner & his vendee, James C. Good. Says he knows nothing about Henry C. Skinner being the
7 heir at law of Uriah W. Skinner, but says Calvin Skinner; that he sometimes may have been called Henry C. Skinner, & sometimes Henry Calvin Skinner, but avers that said plaintiff, Henry Johnson, made application for the re-issuing of said warrant as aforesaid as the guardian of Calvin Skinner. Where' defendant says that the pl'ff Priscilla Johnson has no dower in said lands, & ought not to recover anything in this

action, &, having fully answered, the said defendant asks judgment for his proper costs & charges in this behalf expended.

BARROW & MILLAN.
DE FRANCE & HOOPER & GILSTRAP.

On the reverse side of said amended answer is the following indorsement, to wit: Filed June 16th, 1871. A. Slingerland, clerk.

And that, afterwards, to wit, on the same day, the plaintiffs filed their motion to strike out part of defendant's amended answer, which said motion is in words & figures following, to wit:

Pl'ffs' motion to strike out part answer.

In the circuit court of Adair county. June term, 1871.

PRISCILLA JOHNSON & HER HUSBAND, HENRY Johnson, pl'ff',
against
EDMUN W. PARCELS, DEF'T.

Now come the plaintiffs in the above-entitled cause, & move to strike out the following parts of def't's amended answer in this cause, for the reason that said parts & portions are no legal defense to this action, to wit:

Defendant, further answering, avers that the title to the land aforesaid was in the Government of the United States up to the 11th
8 day of January, 1847, both the legal & equitable title; that, on the day last aforesaid, said quarter-section of land was taken up by a location of a military land-warrant thereon, No. 26198, for 160 acres, in the name of one Uriah W. Skinner, under the following circumstances: Said warrant was issued by the War Department of the United States on this 27th day M'ch, 1829, in the name of one Uriah W. Skinner, a private in Walker's Company, 35th Reg't, United States Infantry, in the war of 1812, & was deposited in the General Land-Office at Washington, D. C., and there remained until the death of said Skinner, in the year 1834, & further so remained dormant until the passage of the act of Congress of July 27, 1842, under which it was revived & re-issued on the application of the plaintiff, Henry Johnson, as the guardian of Calvin Skinner, only heir at law of Uriah W. Skinner, who had died as aforesaid.

"That a certificate of re-issue was obtained by the said Henry Johnson, as guardian as aforesaid, & was transmitted to Mr. McNair, Fayette, Missouri, then register of the lands of the United States of the Fayette district in Missouri, as agent of said Johnson, guardian aforesaid, with instructions to convert the same into money for the use of his ward, Calvin Skinner, aforesaid; that whether the parties who managed the business of locating said warrant intended to locate the same in the name of Calvin Skinner, or in the name of Uriah W. Skinner, defendant has not sufficient knowledge or information to form a belief, but avers it was the intention & design to locate said warrant for the use & for the benefit of the said heir of said Uriah W. Skinner for the
9 purpose of converting the said warrant into money for his use & benefit. Defendant further avers that, in pursuance of such design, as aforesaid, upon the part of said Johnson, guardian, & McNair, his agent, to convert said warrant into money, as aforesaid, said McNair

sold said warrant to one James C. Good for two hundred dollars in cash, the full value thereof, & to locate said land, as herein described, with said warrant, for the use & benefit of said Good, who had at that time the possession of said land & a valuable improvement thereon, and had such improvement & possession, before said land was brought into market by the United States; & in confirmation of said understanding & purpose, it was agreed between said McNair & Good that the title thereto acquired by said warrant should be conveyed to said Good. Defendant avers that the said Calvin Skinner, being the only heir at law of the said Uriah W. Skinner, at the time of the re-issueing of said warrant, under the aforesaid acts of Congress of July 27th, 1842, & by virtue of the re-issue of the said warrant, was the legal owner & beneficiary thereof, & acquired by the said location the full title of the United States to the said quarter-section of land aforesaid; which title defendant claims by regular conveyances from the said Calvin Skinner to the said J. C. Good, & from the said Good to this defendant; under color of which title this defendant & those under whom he claims, have been in the actual, notorious, continuous adverse possession of said
10 lands for more than twenty-five years before the commencement of this suit, wherefore defendants say pl'ffs are barred by the statute of limitations in such cases made and provided. Defendant, further answering, states that James C. Good paid to the said W'm McNair the said sum of two hundred dollars, purchase-money agreed to be paid as aforesaid, for the use of the said Calvin Skinner. That said McNair transmitted the same to said plaintiff Henry Johnson, who was then & there the guardian of said Calvin, in Halifax Co., North Carolina, who received the same as such.

"Guardian accounted for & paid to & for the use of said Calvin Skinner, two-thirds of the sum remaining after paying expenses of said McNair, in locating said warrant & selling the same, retaining the other one-third part of said money for the use & benefit of pl'ff Priscilla Johnson, his wife, as her supposed dower in said money. Defendant denies that he claims title under Uriah W. Skinner, or under Henry C. Skinner, but under Calvin Skinner & his vendee, James C. Good; but avers that said plaintiff, Henry Johnson, made application for the reissuing of said warrant, as aforesaid, as guardian of Calvin Skinner."

Plaintiff, for further reason why the above portion of def't's answer should be stricken out, says it is inconsistent & stultifies itself.

ELLISON & ELLISON,
HARRINGTON & COVER,
Att'ys for Pl'ff.

On the reverse side of said motion is the following indorsement,
11 to wit: "Filed June 16th, 1871. A. Slingerland, clerk."

Court sustain motion as to part.—Copy of part of answer stricken out.

And the said motion was, afterwards, by agreement, taken up on same day, & the court, after considering it, sustains said motion in part, as follows:

"Under color of which titles this defendant & those under whom he claims, have been in the actual, notorious, continuous adverse possession of said lands for more than twenty-five years before the commencement of this suit, wherefore defendants says that plaintiffs are barred by the statu'e of limitation in such cases made and provided," and overrules the said motion as to the balance.

To which overruling of the said motion in part, plaintiffs, at the time, excepted, & save herein their exceptions to sustaining part of said motion, defendant excepted, and saves herein his exceptions.

Plaintiffs then filed their replication in words & figures as follows, to wit:

Replication.

PRISCILLA JOHNSON & HENRY JOHNSON, HER husband, plaintiffs,
vs.
EDWIN W. PARCELS, DEFENDANT.

In the circuit court, Adair County, Mo.

Now comes the plaintiffs, & for reply to answer of defendants *et al.*, that plaintiffs deny that title to the land described in petition was in the Government of the United States up to the 11th day of January, 1847, (either the legal or equitable title,) that as to whether the warrant No. 26198 was deposited in the General Land-Office, at Washington, D. C., & remained 'til death of Uriah W. Skinner, 1834, & re-
12 mained dormant till passage of act of Congress, July 27th, 1842, under which it was revived & re-issued on the application of the plaintiff Henry Johnson, as guardian of Calvin Skinner, only heir of Uriah W. Skinner, who had died.

Plaintiffs have not sufficient knowledge or information to form a belief, & call for proof as to whether a certificate of re-issue was obtained by Henry Johnson, as guardian, & was transmitted to W'm McNair, of Fayette, Missouri, the register of lands U. S. for Fayette district, in Missouri, as agent of said Johnson, guardian of Calvin Skinner, with instructions to convert the same into money for the use of his ward, Calvin Skinner, these pl'ffs have not sufficient *or* information to form a belief, & call for proof.

And specially deny that said McNair was even the agent of said Johnson, or that the said Calvin was the ward of the said Johnson. Pl'ffs deny that it was the intention or design to locate said warrant to the use & for the benefit of the said heir of the said Uriah W. Skinner, for the purpose of converting said warrant into money for his use & benefit. Plaintiffs deny that, in pursuance of any such design upon the part of said Johnson, as guardian, & McNair, his agent, to convert said warrant into money, said McNair sold said warrant to one James C. Good for two hundred dollars in am't, the full value thereof, (or any other sum,) & to locate said land, as herein described, with said warrant for the use & benefit of said Good.

Denies said Good, at the time, had the possession of the land, or had made valuable improvements thereon, or that said Good had such or any possession or improvements before said land was brought into
13 market by the U. S. Government. Denies that, in confirmation of any understanding or purpose whatever, it was agreed between McNair & Good that the title acquired by said warrant should be conveyed to said Good. Pl'ffs deny that said Calvin was the legal owner & beneficiary of said warrant, & state that he, the said H. Calvin Skinner, only acquired title to said land by virtue of his heirship to his father.

Denies def't's claims to said lands by conveyance from said Calvin Skinner to J. C. Good, & from Good to def't. Plaintiffs deny that under

color of which titles this def't & those under whom he claims have been in the actual, notorious, continuous, & adverse possession of said land for more than twenty-five years before the commencement of this suit.

Plaintiffs say they are not barred by the statute of limitations. Pl'ffs deny James C. Good paid to the said McNair two hundred dollars purchase-money agreed to be paid; deny any *was* ever was agreed to be paid for the use of Calvin Skinner; deny McNair transmitted the same to pl'ff Henry Johnson, who was then the guardian of said Calvin, in Halifax County, N. C.; denies said Johnson received said money as such guardian, & paid said Calvin two-thirds of the same or that he retained one-third part of said money for the use & benefit of pl'ff Priscilla Johnson, his wife, as her supposed dower in the said money. Plaintiffs deny that said Henry Johnson made application for the re-issuing of said warrant as aforesaid as the guardian of Calvin Skinner. Pl'ffs ask judgement as before.

ELLISON & ELLISON,
HARRINGTON & COVER,
Att'ys for Pl'ffs.

14 On the reverse side of said replication is the following indorsement, to wit:

Filed June 16th, 1871. A. Slingerland, clerk.

Issue joined.

And afterwards on the same day, this cause coming on to be heard, is taken up for trial, & by agreement a jury is waived, & the case submitted to the court.

To sustain their action, the plaintiffs offered & read in evidence the following copy of warrant to Uriah W. Skinner, dated the 27th day of March, A. D. 1829.

Copy of warrant to Skinner.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND-OFFICE, *April 16th*, 1870.

I, Joseph S. Wilson, Commissioner of the General Land-Office, do hereby certify that the annexed is a true & literal exemplification of war of 1812 warrant, No. 26198, & of certificate of right to locate same, &c., on file in this office.

In witness whereof I have hereunto subscribed my name, & caused the seal of this office to be affixed, at the city of Washington on the day & year above written.

[SEAL.]

JOS. S. WILSON,
Commissioner of the General Land Office.

Uriah W. Skinner, priv. 35 July.

WAR DEPARTMENT.

No. 26198. Pursuant to the second section of an act of Congress, passed the 6th of May, 1812, authorizing the Secretary of War to issue land-warrants to the non-commissioned officers & soldiers, enlisted in the service of the United States, conformably to the act of the 24th of December, 1811, & of the 11th of January, 1812, Uriah W. Skinner
15 late a private in the company commanded by Capt. Walker of the

35th Regiment, United States Infantry, is entitled to one hundred & sixty acres of land, to be located agreeably to said act on any unlocated parts of the six millions of acres appropriated by law for the original grantees of such military warrants, & this warrant is not assignable or transferable in any manner whatever.

Given at the War Office of the United States, this 27th day of March, A. D. one thousand eight hundred & twenty-nine.

JNO H. EATON,
Secretary of War.

Registered, *Clerk.*

Plaintiffs also offered the following certified copy of certificate of right to locate.

Copy of cert. of right to locate.

WAR DEPARTMENT,
OFFICE OF THE COMMISSIONER OF PENSIONS.

It is hereby certified that the land-warrant, No. 26198, for 160 acres, has been issued in the name of Uriah W. Skinner, who was a private in the company commanded by Captain Walker of the Thirty-fifth Regiment, United States Infantry, under date of March 27th, 1829, & was deposited in the General Land-Office at the seat of Government; & that, pursuant to the provisions of the subjoined act of Congress, approved on the 27th day of July, 1842, entitled "An act to provide for satisfying claims for bounty-lands for military services in the late war with Great Britain, & for other purposes," this certificate of right to locate said warrant on any quarter-section of land subject to
16 private entry, will be received at any of the land-offices of the United States under the regulations & restrictions set forth in the accompanying statement of the Commissioner of the General Land-Office.

After the location of this certificate, it is to be surrendered to the General Land-Office where the patent will issue.

Given under my hand at the Pension-Office this eleventh day of June, 1844.

J. L. EDWARDS,
Commissioner of Pensions.

To HENRY GARRETT, Esq'r,
Halifax, N. Carolina.

An act to provide for satisfying claims for bounty-lands for military services in the late war with Great Britain & for other purposes.

Be it enacted by the Senate & House of Representatives of the United States of America in Congress assembled, That in all cases of warrants for bounty-lands for military services in the war of eighteen hundred & twelve with Grist Britain, which remain'd unsatisfied at the date of this act, it shall be lawful for the person in whose name such warrant shall have issued, his heirs or legal representatives, to enter at the proper land-office in any of the States or Territories in which the same may lie, the quantity of the public lands subject to private entry to which said person shall be entitled in virtue of such warrant, in quarter-sections, provided such warrants shall be located within five years from the date of this act.

SEC. 2. *And be it further enacted*, That the terms prescribed for the issuing warrants by the Secretary of the Department of War, under the act entitled "An act to allow further time to complete the issuing & locating of military land-warrants during the late war," & under the act entitled "An act to extend the time of issuing military land-warrants to the officers & soldiers of the Revolutionary War," both of which acts were approved January twenty-seventh, eighteen hundred & thirty-five, be, & the same are hereby, respectively renewed & continued in force for the term of five years from & after the date of this act; & all cases which shall not, within the term aforesaid, be finally disposed of, shall be thereafter forever barred from the benefits of all claims to bounty-land for services performed, within the spirit & meaning of said acts: *Provided*, That warrants issued under the provisions of this section, may be located as is provided for warrants under the first section of this act: *And provided further*, That the certificate of location obtained under the provisions of this act, shall not be assignable, but the patent shall in all cases issue in the name of the person originally entitled to the bounty-land or to his heirs or legal representatives.

Approved July 27th, 1842.

The first section of the act of Congress above quoted authorizes that the accompanying certificate from the Department of War, be located in the name of the warrantee, (the same not being assignable,) or any quarter-section of public land subject to private entry at any of the land-offices of the United States. Special care must be taken that the location shall not interfere with a tract of land to which the right of pre-emption has attached or is about to attach in virtue of the provisions of the acts of Congress approved September 4th, 1841, entitled "An act to appropriate the proceeds of the sales of the public lands, & to grant pre-emption rights." Inasmuch as settlers claiming such rights of pre-emption are required by the aforesaid act, "within thirty days next after the date of such settlement to file with the register of the proper district a written statement describing the land settled upon, & declaring the intention of such person to claim the same under the provisions of the act," it inevitably results that until after the lapse of such term of thirty days, from the date of the attempted location hereof, (except in cases where such evidence may be filed in advance of such legal period,) it cannot be determined whether or not such location be clear of interference with a settler's claim. The register of the land-office at which the location is desired to be made will therefore note on this document (in ink) the date when the same is received at his office, & indicate thereon (in pencil) the tract of land desired to be located, & make a corresponding annotation (in pencil) on the tract-book & township map, & so soon as it shall have been determined that the desired location can be admitted, the register will make the appropriate entry permanently (in ink) on the tract-book & map, & endorse his certificate of location on this paper to be fo'warded to this office for the purpose of having a patent issued thereon.

General Land-Office, thirteenth day of June, 1844.

THO. H. BLAKE,
Commissioner of the General Land-Office.

(Endorsed:) Rec'd Jan. 11th, 1847. Desired to be located on the southeast q'r of section No. 4, township No. 62, range No. 15, containing 160 acres. Register's office, Fayette, Mo., Jan. 11, 1847. W'm McNair, register.

No. 26449.] LAND-OFFICE,
Fayette, Mo., Jan. 11th, 1847.

It is hereby certified that, in pursuance of the within act, Uriah W. Skinner has this day located at this office the following tracts of land, viz, the southeast q'r of section No. 4, of township No. 62, range No. 15, containing 160 acres.

W'M MCNAIR, *Register.*

Certified copy of warrant introduced by plaintiff.

Certif. of Land-Com'r to copy patent.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND-OFFICE, *April 16th*, 1870.

I, Joseph S. Wilson, Commissioner of the General Land-Office, do hereby certify that the annexed is a true & literal exemplification of page 336, vol. 1, of the record of bounty-land patents, under act of July 27th, 1842, in this office. In testimony whereof I have hereunto subscribed my name & caused the seal of this office to be affixed, at the city of Washington, on the day & year above written.

[L. S.] JOS. S. WILSON,
Commissioner of the General Land-Office.

Copy of patent.

The United States of America to all whom these presents shall come, greeting:

Know ye that, in pursuance of the acts of Congress appropriating & granting land to the late Army of the United States, passed on & since the 6th day of May, 1812, Uriah W. Skinner, who was a private in the company commanded by Capt. Walker, of the Thirty-fifth
20 Regiment United States Infantry, having deposited in the General Land-Office a warrant in his favor, numbered 26198, there is, therefore, granted by the United States unto said Uriah W. Skinner, the southeast q'r of section four, in township sixty-two, of range fifteen, in the district of lands subject to sale at Fayette, Missouri, containing one hundred & sixty acres, according to the official plat of the survey of the said land returned to the General Land-Office by the surveyor-general, which said tract has been located in satisfaction of the above-mentioned warrant, in pursuance of the act of Congress approved 27 July, 1842: To have & to hold the said quarter-section of land, with the appertenances thereof, unto the said Uriah W. Skinner, & to his heirs & assigns forever. In testimony whereof I, James K. Polk, President of the United States of America, have caused these letters to be made patent, & the seal of the General Land-Office to be hereunto affixed.

Given under my hand, at the city of Washington, the 5th day of March, in the year of our Lord one thousand eight hundred & forty-seven, & of the Independence of the United States the seventy-first.

By the President,

[L. S.] JAMES K. POLK,
By J. KNOX WALKER, *Sec'y.*

Recorded vol. 7, page 336.

S. H. LAUGHLIN,
Recorder of the General Land-Office.

Defendants objected to the reading of the certified copy of the patent for the reasons: 1st. The original was not produced or accounted for.
2d. The pleadings admit that Uriah W. Skinner was dead before
21 the passage of the act under which it purports to have issued, & it has no tendency to prove title in said Skinner at his death. The objections were, by the court, overruled; to which ruling the defendants excepted.

Plaintiffs then introduced the following deeds from McNair to J. C. Good:

Copy of deed.—McNair to Good.

This deed, made this twenty-eighth day of September, in the year of our Lord one thousand eight hundred & forty-seven, by & between William McNair, curator of the estate of Calvin Skinner, (the s'd Calvin Skinner residing in North Carolina,) of Howard County, of the first part, & James C. Good, of Adair County, of the second part, both of the State of Missouri, witnesseth: That whereas, at the September term, 1847, of the county court of Howard County, Missouri, an order was made directing William McNair, curator of the estate of Calvin Skinner, to sell a certain tract of land, situated in Adair County, Missouri, to wit, the southeast quarter of section four, (4,) township sixty-two, (62,) range fifteen, (15,) containing one hundred & sixty acres, for cash at private , after having the same appraised according to the statute in such case made & provided, for the purpose of educating said ward; & whereas the said William McNair, as curator of the said Calvin Skinner, only heir at law of Uriah W. Skinner, dec., did, in pursuance of said order of court, & according to the statute in such cases made & provided, cause said tract of land to be appraised by Samuel C. Major & Henry W. Kring, respectable householders of the county of Howard, who valued said land at the sum of two hundred dollars, & did sell said land for cash, at private sale, to James C. Good, of Adair
County aforesaid, for the sum of two hundred dollars; & now,
22 therefore, the said William McNair, curator as aforesaid, in consideration of said sum of two hundred dollars to him paid by said James C. Goode, the receipt whereof is hereby acknowledged, has granted, bargained, & sold, & does hereby grant, bargain, & sell, unto said James C. Goode, his heirs, &c., all the right, title, & interest that said Calvin Skinner has as heir at law of said Uriah W. Skinner, dec., in & to the said tract of land above described: To have & to hold said tract of land, with all & singular the appurtenances, unto said James C. Good, his heirs, &c., forever.

And the said William McNair, curator as aforesaid, covenants to & with the said Goode, his heirs, &c., forever to warrant the title of the said land free from the claims of all persons claiming by, through, or under him, the said McNair, & no further.

In testimony whereof the said McNair, curator as aforesaid, has hereunto set his hand and seal the date first above written.

W'M McNAIR. [SEAL.]

The words "s'd Calvin Skinner, residing in North Carolina," interlined before signing.

STATE OF MISSOURI,
County of Howard, ss:

Be it remembered that, on this 28th day of September, A. D. 1847, personally appeared before me, Andrew J. Herndon, clerk of the

county court in & for the county & State aforesaid, William McNair, who is known to me to be the same person whose name is subscribed to the above & foregoing deed or instrument as a party thereto, having executed the same & acknowledged said deed or instrument of writing to be his act & deed for the purposes therein mentioned. In testimony whereof I have hereunto set my hand & affixed the seal of said court at office in said county the date aforesaid.

[L. S.] ANDREW J. HERNDON, *Clerk.*

23 STATE OF MISSOURI,
County of Adair, sct:

In the recorder's office.

I, David James, clerk of the circuit court, & ex-officio recorder of said county, do hereby certify that the foregoing deed, & the annexed certificate of acknowledgement, was duly filed for record September first, A. D. 1847; that they are duly recorded in my office, in book A, for recording conveyances, &c., at pages No. 256 & 257.

Given under my hand & private seal at office, this 5 day of October, A. D. 1847.

[SEAL.] DAVID JAMES, *Recorder.*

Plaintiffs submitted also this 2d deed of McNair to Good as follows, to wit:

2d deed.—McNair to Good.

Know all men by these present' that whereas the county court of Howard County, Mo., did, on the 8th day of September, 1847, make an order directing William McNair, curator of the estate of Calvin Skinner, (a minor,) of North Carolina, to sell at private sale a certain tract of land belonging to said ward for educational purposes, to wit, the southeast quarter of section No. four, (4,) in township No. sixty-two, (62,) of range No. fifteen, (15,) containing one hundred & sixty (160) acres; and whereas the said W'm McNair, curator as aforesaid, did cause the said tract of land to be appraised by three respectable householders of the county of Adair, in which the land lies, pursuant to the statute in such cases made & provided, who made report to the said court, appraising the same at the sum of two hundred dollars: Now, therefore, be it known that, for & in consideration of
24 the above sum of two hundred dollars to him, the said curator, in hand paid by James C. Good, of Adair County, Mo., who has become the purchaser of the above tract, the receipt whereof is hereby acknowledged, the said W'm McNair, as curator as aforesaid, hath granted, bargained, & sold, & by these presents doth grant, bargain, & sell, unto the said James C. Good, the entire above-described premises, of one hundred & sixty acres, (160,) more or less; together with all & singular the appurtenances thereunto belonging, or in any wise appertaining: To have & to hold the above-described premises unto him, the said James C. Good, his heirs & assigns forever. In testimony whereof the said W'm McNair, the grantor named in this deed, has hereunto set his hand & seal, this twenty-sixth day of January, in the year of our Lord 1848.

W'M McNAIR, *Curator.* [SEAL.]

STATE OF MISSOURI,
County of Howard, sct:

Be it remembered that, on this 28th day of January, A. D. 1848, personally appeared before me, Andrew J. Herndon, clerk of the county court in & for the county & State aforesaid, W'm McNair, who is personally known to me to be the same person whose name is subscribed to the above & foregoing deed or instrument of writing, as a party thereto, having executed the same & acknowledged said deed or instrument of writing to be his act & deed for the purposes therein mentioned. Given under my hand & the seal of said court at office, the day & year aforesaid.

[L. S.] ANDREW J. HERNDON, *Clerk.*

STATE OF MISSOURI,
County of Adair, sct:

In the recorder's office.

I, David James, clerk of the circuit court & ex-officio recorder of said county, do hereby certify that the foregoing deed & certificate of
25 acknowledgement was duly filed for record January the 29th, A. D. 1848; that they are recorded in my said office in book B, for recording conveyances, &c., at page Nos. 31 & 32.

Given under my hand & private seal, there being as yet no seal of the office, at office, this 31st day of January, A. D. 1848.

[SEAL.] DAVID JAMES, *Recorder.*

Plaintiffs submitted also in evidence the deed from Goode to def't, Parcels, as follows, to wit:

Copy deed.—Goode to Parcels.

This indenture, made & entered into this the 14th day of April, in the year of our Lord one thousand eight hundred & fifty-three, by & between James C. Goode & Elizabeth Good', his wife, of the first part, & Edwin W. Parcels, of the second part, all of the county of Adair, & State of Missouri, witnesseth, that the said party of the first part, for & in consideration of the sum of thirteen hundred dollars in hand paid by the said party of the second part, receipt whereof is hereby confessed & acknowledged, hath bargained, sold, & conveyed, & by these present' do bargain, sell, convey, and confirm unto the said party of the second part, his heirs and assigns, forever, all the lot, tract, or parcel of land or ground, situate, lying, & being in the county of Adair, & State of Missouri, known & described as follows, to wit:

The south-east quarter of section No. 4, (four,) of township No. 62, (sixty-two,) range 15, (fifteen,) containing one hundred & sixty acres, according to the United States survey: To have & to hold the same, with all the rights, privileges & appurtenances thereunto belonging, or in any wise appertaining, unto the said Edwin W. Parcels, of the second part, his heirs & assigns, forever; the said James C. Goode & Mary Elizabeth, his wife, parties of the first part, hereby covenanting that their
26 heirs, executors, & administrators will warrant & defend forever the title to the said premises & every part thereof, to Edwin W. Parcels, the said party of the second part, his heirs & assigns, against the lawful claim or claims of all or every person or persons whatever, claiming or to claim the same, or any part thereof.

In witness whereof the said party of the first part hath hereunto set their hands & seals the day & year first above written.

J. C. GOODE. [SEAL.]
M. E. GOODE. [SEAL.]

Test:
A. H. LINDEN.

STATE OF MISSOURI,
County of Adair, ss:

Be it remembered that James C. Goode and Mary Elizabeth Goode, his wife, who are personally known to me, *to* the undersigned, clerk of the circuit court for & within said county, to be the persons whose names are subscribed to the foregoing deed, as parties thereto, this day appeared before me & acknowledged that they executed & delivered the same, as their voluntary act & deed, for the uses & purposes therein contained; & the said Mary Elizabeth, the wife of the said James C. Goode, being by me made acquainted with the contents of said deed, acknowledged, on an examination apart from her said husband, that she executed & delivered the same, & relinquishes her dower in the real estate therein contained, freely, voluntarily, & without compulsion or undue influence of her said husband.

In testimony whereof I, David James, clerk of said court, hereunto set my hand, & have affixed the seal of said court, at office, April the 14th, A. D. 1853.

[SEAL.] DAVID JAMES, *Clerk.*

27 STATE OF MISSOURI,
County of Adair, ss:

In the recorder's office.

I, David James, clerk of the circuit court & ex-officio recorder of said county, do hereby certify that the above & foregoing deed of conveyance & certificate of acknowledgement endorsed thereon, was duly filed in my office for record, April the 14th, A. D. 1853; that they are duly record in my said office, in book C, for record conveyances, &c., at page No. 415.

In testimony whereof I hereunto set my hand, & have affixed the seal of the Adair circuit court, at office, April , A. D. 1853.

[SEAL.] DAVID JAMES, *Recorder.*

Plaintiffs then introduced the following deposition, with commission & notice, to wit:

Commission to take depositions.

STATE OF MISSOURI,
County of Adair, ss:

To any judge, notary public, justice of the peace, or other judicial officer, of the State of North Carolina, or to any , greeting:

Know ye that we, in confidence of your prudence & fidelity, do, by these present', authorize you to cause to come before you, to be examined as witnesses in a cause pending in our Adair circuit court, for the county of Adair, in the State of Missouri, wherein Priscilla Johnson, & Henry Johnson, of Halifax County, North Carolina, plaintiffs, & Edwin W. Parcels, of Adair County, Missouri, defendant, all & every such

person, & at such time & place as shall be named to you for that purpose by the said Priscilla Johnson & Henry Johnson, or their attorney or agent. And we command you to examine all & every such
28 person, upon his oath or solemn affirmation first made or taken before you, to testify the whole truth touching his knowledge of anything relating to the said matter in controversy between the said parties, & that you do take such his examination, & reduce the same to writing. When you shall have so taken his examination, you are to cause the witness to sign the same, & to that & each examination, at the foot thereof, you are to append your certificate, setting forth the facts that the examination was subscribed & sworn to, or affirmed, by the witness, & the day, as well as between what hours of the day, on which it was done, as also the place of residence of the witness, if known to you.

Should any paper or exhibit be produced, or proven, or referred to by the witness, you are to describe the same in his examination, or cause it to be so marked by him as to establish its identity, & attach the same to his examination. The examination thus taken, you will certify under your hand & seal of office, or cause to be accompanied by a certificate of your official character, attested by the seal of the State; or, should it be more convenient, such authentication & proof of your official character may be made by the certificate & seal of the clerk of any court of record of any county of the State, district, or Territory in which you reside, stating, also, in addition to the facts of his being clerk, & that the court is one of record, that, at the time when the depositions were taken you were an acting judge, (or other such officer to whom this commission is addressed,) & duly commissioned as such. And you will return the same, & all exhibits produced to you, annexed hereto, carefully closed up & under your seal, directed to the clerk of the circuit court in & for the county of Adair, &
29 State of Mo., with the names of the said parties litigant endorsed thereon, with all convenient speed.

Witness E. O. Yates, clerk of said circuit court, with the seal thereof hereto affixed. Done at office, in Kirksville, this 5th day of September, A. D. 1870.

[SEAL.]

E. O. YATES,
Clerk of Adair circuit court.
By S. HALL, *Deputy.*

Copy of notice.

In the circuit court for the county of Adair and State of Missouri.

PRISCILLA JOHNSON & HENRY JOHNSON, plaintiffs, *against* EDWIN W. PARCELS, DEF'T. } Copy of notice.

To Edward Parcels, the above-named defendant:

You are hereby notified that depositions of witnesses to be read in evidence in the above cause on the part of the plaintiffs, will be taken at the office of the judge of the probate court of Halifax County, State of North Carolina, in the town of Halifax, county of Halifax, & State of North Carolina, on the third day of October, A. D. 1870, between the hours of eight o'clock in the forenoon & six o'clock in the afternoon, & that the taking of the said deposition', if not completed

on that day, will be continued from day to day, at the same place, & between the same hours, until completed. This 5th day of September, 1870.

ELLISON & ELLISON,
HARRINGTON & COVER,
Att'ys for Pl'ffs.

On the reverse side is the following, to wit:

We acknowledge service of the within notice, this 6th day of September, A. D. 1870.

DEFRANCE & HOOPER,
Attorneys for Defendant.

30 Deposition of witnesses produced, sworn, & examined at the office of the judge of the probate court of Halifax County, North Carolina, at the court-house in Halifax town, & State of North Carolina, on the third day of October, A. D. 1870, between the hours of eight o'clock in the forenoon & six o'clock in the afternoon, before the undersigned, Charles W. Webber, a justice of the peace in & for the county of Halifax & State of North Carolina, in a certain cause now pending in the Adair circuit court for the county of Adair & State of Missouri, between Priscilla Johnson & Henry Johnson, of the State of North Carolina, plaintiffs, & Edwin W. Parcels, of *of* Adair County, Missouri, defendant, on the part of the plaintiffs present, the plaintiffs, represented also by their counsel, Edw'd Carigland, esq'r, & the defendants represented by his counsel, James M. Griggard, esquire.

Deposition of Priscilla Johnson.

PRISCILLA JOHNSON, one of the plaintiffs, of full age, being sworn & examined on the part of plaintiffs, deposeth & saith in reply to interrogatories, as follows:

Question first by plaintiffs. What is your age; what was your maiden name; where were you born, & where have you been reared?

Answer of witness. I am about sixty-four or sixty-five years of age. My m'den name was Priscilla Serris. I was born & reared in Halifax County, State of North Carolina.

Question second by same. Have you been married more than once? If so, how often? What was the name of your first husband, & what is the name of your present husband?

31 Answer of witness. I have been twice married. The name of my first husband was Uriah Washington Skinner. The name of my present husband is Henry Johnson.

Question third by same. In what year & in what part of the year were you married to Uriah W. Skinner? At whose house were you married; by whom were you married, & state how many were present at the marriage of yourself & Uriah W. Skinner.

Answer of witness. I was married to Uriah W. Skinner in the month of April or May, in the year 1829, at the house of Peter Morgan, in Halifax County, State of North Carolina, by William Doggett, a justice of the peace. I think there were fifteen or twenty persons present at the marriage.

Question fourth by same. How many, so far as your knowledge extends, are now living who were present at said marriage?

Answer of witness. I know of but three persons now alive who were present at the said marriage—Mrs. Patsy Wilkins, Miss Nancy King, & Mrs. Peggy Serris. The last named was crying, & hid her face during the time of the cerimony.

Question fifth by same. Were your father & mother living at the time of your marriage with Uriah W. Skinner? If so, why were you not married at your father's house? Was Peter Morgan any relation of yours?

Answer of witness. My father & mother were living at the time of my marriage with Uriah W. Skinner. I was not married at my father's house, because my father & mother were opposed to my marriage. Peter Morgan was no relation of mine. His wife was my second cousin.

Question sixth by same. How long did you live with Uriah W. Skinner as his wife? State when he died.

32 Answer of witness. I lived with Uriah W. Skinner as his wife, from our marriag' until his death, which took place in the year 1834.

Question seventh by same. Do you know the said Uriah W. Skinner had ever been in the military service of the United States?

Answer of witness. I have no personal knowledge on the point. By common repute, & by what himself said, he was in the military service of the United States in the war of 1812.

Question eighth by same. Have you ever had any assignment of dower in the lands or effects of your deceased husband, Uriah W. Skinner?

Answer of witness. I have never had any assignment of dower in the lands or effects of Uriah W. Skinner, my deceased husband. He had no land in North Carolina.

Question ninth by same. Have you ever received any money in lieu of your dower in the lands of your deceased husband, Uriah W. Skinner, from the State of Missouri, or elsewhere?

Answer of witness. I never have.

Question 10th by same. Have you ever made any agreement with any one to dispose of your right of dower in the lands of Uriah W. Skinner, your deceased husband, situated in the State of Missouri, or elsewhere?

Answer of witness. I never have.

Question by same. Have you never relinquished any right to dower in the lands involved in this suit?

Answer of witness. Never have.

Cross-examined by J. M. Grizzard, esq'r, def'ts' counsel:

Question first by defendant. Did you ever know anything of a land-warrant in favor of Uriah W. Skinner, for services in the war of 1812?

Answer of witness. I never did know anything of a land-warrant in favor of Uriah W. Skinner?

Question second by same. Did you & your present husband,

33 Henry Johnson, ever have any conversation relative to a land-warrant in favor of Uriah W. Skinner for his services in the war of 1812?

Answer of witness. I did have some conversation with my present husband, Henry Johnson, about the land in Missouri due my former husband, Uriah W. Skinner. The conversation I do not exactly recollect.

Question third by same. Did your present husband, Henry Johnson, have a land-warrant in his possession in favor of Uriah W. Skinner; &, if so, from whom did he get it?

(Question objected to, for the reason that if there is such a warrant, the same, or record evidence thereof, should be produced.)

Answer of witness. I know nothing about such a land-warrant. My husband is a man that talks little to me about his business.

Question fourth by same. Do you know whether or not your present husband, Henry Johnson, ever received any money from the sale of land belonging to Uriah W. Skinner for his services in the war of 1812; &, if so, what amount?

Answer by same. I think my husband, Henry Johnson, told me he did receive about one hundred & fourteen dollars from the sale of lands in Missouri, the property of Uriah W. Skinner, for services in the war of 1812.

Question fifth by same. State why it was you never made any claims to dower in the lands of your former husband, Uriah W. Skinner, in the State of Missouri, until the bringing of this suit?

Answer of witness. Because I never had any one to befriend me to try to get it.

Question by same. Was this suit brought by & with your free consent?

34 Answer of witness. It was.

Question seventh by same. What amount of personal property, in value, did Uriah W. Skinner have in Halifax County, North Carolina, *& how much of said personal property, in value, did Uriah W. Skinner have in Halifax County, North Carolina*, & how much of the said personal estate did you get to your share?

Answer of witness. The value of the personal property of Uriah W. Skinner, in North Carolina, at the time of his death, was about four or five hundred dollars. I received as good as none. I went back to my father's after my said husband's death.

Question by same. How much & what real estate did Uriah W. Skinner have in North Carolina, at his death?

Answer of witness. None.

Question by same. If you are successful in this suit, what part of the amount recovered do you expect to get, & who is to get the balance?

(Question objected to.)

Answer of witness. I am to have two dollars & Henry J. Hervey is to have one dollar.

Question by same. How much will you be out if you lose the suit?

(Question objected to by plaintiffs as irrelevant & improper.)

Answer of witness. I don't know; I don't know how much the suit will come to.

Direct examination resumed:

Question. Can you read & write?

Answer of witness. I cannot.

Question by same. For whom did your husband, Henry Johnson, receive the one hundred & fourteen dollars referred to in your answer to the fourth cross-interrogatory?

Answer of witness. I do not know for whom he received it, unless it was for Calvin Skinner.

35

her
PRISCILLA + JOHNSON.
mark.

Certif' of justice of peace to deposition of P. Johnson.

I, Charles N. Webb, a justice of the peace for the county of Halifax & State of North Carolina, do hereby certify that Priscilla Johnson, the deponent, whose place of residence is in the county of Halifax, in the State of North Carolina, was by me sworn to testify the whole truth of her knowledge touching the matter in controversy in the cause aforesaid, & that her deposition was reduced to writing & subscribed by her in my presence on the third day of October, one thousand eight hundred & seventy, between the hours of 8 o'clock in the forenoon & six o'clock in the afternoon at the office of the judge of the probate court of Halifax County, State of North Carolina, in the town of Halifax, county of Halifax, and State of North Carolina.

CHARLES N. WEBB,
Justice of the Peace.

Deposition of Nancy King.

NANCY KING, of lawful age, being sworn & examined on the part of the plaintiffs, deposeth & saith in answer to interrogatories as follows:

Question first by plaintiffs. What is your age, & where were you born & reared?

Answer of witness. I was born in Halifax County, State of North Carolina; am about seventy years old.

Question second by same. Are you acquainted with Priscilla Johnson, the last witness; if so, how long have you known her?

Answer of witness. I am acquainted with her; we were children together. I have known her since my childhood.

Question third by same. Has the said Priscilla Johnson ever
36 been married, *married*? If so, to *to* whom?

Answer of witness. She has been married twice. Her first husband was Uriah W. Skinner; her present husband is Henry Johnson.

Question fourth by same. Were you present on the occasion of her marriage with Uriah W. Skinner. If so, where did it take place, & by whom were they married, & when?

Answer of witness. I was present at the marriage of Priscilla Johnson & Uriah W. Skinner. It took place at Peter Morgan's house in Halifax County, State of North Carolina. I cannot specify the year it took place. William Doggett, a magistrate, married them.

Question fifth by same. Did Uriah W. Skinner & Priscilla Johnson then Priscilla Skinner, live together as man & wife; &, if so, how long did they so live?

Answer to witness. They lived together as man & wife from the said marriage until Uriah W. Skinner's death, which was about five years. I often visited them at the house after the said marriage.

Cross-examined by defendant's counsel:

Question first. Do you know *that* William Dogget, the party who performed the marriage ceremony, of your own knowledge to have been a magistrate at the time, & if so, how did you know it?

Answer of witness. I know he was a magistrate at the time by persons telling me so.

Question 2d by same. Did you ever see the said William Doggett perform the marriage cerimony at the marriage of any other person?

Answer of witness. I never did.

Direct examination resumed:

Question by pl'ff. State whether you ever heard of any other person being married by the said William Daggett, in his capacity as a magistrate at or about the time of Uriah W. Skinner's marriage.

37 Answer of witness. I have heard it said that he did celebrate the marriage cerimony for others.

her
NANCY + KING.
mark.

I, Charles N. Webb, a justice of the peace for the county of Halifax & State of North Carolina, do hereby certify that Nancy King, the deponent, whose place of residence is in the county of Halifax, in the State of North Carolina, was by me sworn to testify the whole truth of her knowledge touching the matter in controversy in the cause aforesaid, & that her deposition was reduced to writing & subscribed by her in my presence, on the third day of October, one thousand eight hundred & seventy, between the hours of 8 o'clock in the forenoon, & six o'clock in the afternoon at the office of the judge of the probate court of Halifax County, State of North Carolina, in the town of Halifax, county of Halifax, & State of North Carolina.

CHARLES N. WEBB,
Justice of the Peace.

Deposition of Joshua Heptinstoll for plaintiff.

JOSHUA J. HEPTINSTOLL, of lawful age, being sworn & examined on the part of the plaintiffs, deposeth & saith, in answer to interrogations, as follows:

Question first by plaintiffs. What is your age & occupation? Where were you born & reared?

Answer of witness. I am sixty-five years of age; occupation, farmer; & was born & raised in Halifax County, State of North Carolina.

Question second by same. Are you acquainted with Priscilla Johnson, wife of Henry Johnson? If so, how long have you known her? Do you know her general character? If so, is it good or bad?

Answer of witness. I do know her. Her general character *it* is good. I have known her since before her first marriage.

38 Question third by same. To whom was she first married & when? Who performed the marriage ceremony?

Answer of witness. Uriah W. Skinner was her first husband. I can't state when she was first married. I was not present at the cerimony. By common repute they were married, but I do not know by whom.

Question fourth by same. Do you know, of your own knowledge, that Uriah W. Skinner & Priscilla, now Priscilla Johnson, lived together as man & wife; &, if so, how long did they live as such?

Answer of witness. They did live together as man & wife to my own knowledge several years until Uriah W. Skinner's death.

Question fifth by same. Did you know one William Doggett? If you did, when did you first know him. When did he die? Was he a magistrate? If yea, how do you know he was?

Answer of witness. I did know William Doggett. I knew him from early life. He died between the year 1832 & 1835. He was a magistrate. I derived my knowledge from common repute & from the fact that I knew him to act as such.

Question sixth by same. Do you know Nancy King, who has *has* been

examined in this case as a witness? If so, how long have you known her? Do you know her general character? If so, is it good or bad?

Answer of witness. I know Nancy King; have known her thirty or thirty-five years. I know her general character. It is good.

Cross-examination by defendants:

Question first by same. Did you ever hear Henry Johnson or Priscilla Johnson, the plaintiffs in this cause, *ever* speak of having received any money as the proceeds of bounty-land located in name of Uriah
39 W. Skinner or the heirs of Uriah W. Skinner? If so, state what you have heard them say about it.

(Question objected to by plaintiffs because if the object is to contradict Priscilla Johnson, the time & place & particulars of any such conversation shall be specified, & his attention called thereto.)

Answer of witness. I have never heard Priscilla Johnson say anything about it. I have heard Henry Johnson say that he did receive some money in some way for lands belonging to Uriah W. Skinner.

Question second. State when & where, as near as you can, the conversation between yourself & Henry Johnson, relative to receiving the money as specified in the preceding answer took place?

Answer of witness. The time & place I cannot tell.

JOSHUA J. HEPTINSTOLL.

I, Charles N. Webb, a justice of the peace for the county of Halifax & State of North Carolina, do hereby certify that Joshua J. Heptinstoll, the deponent, whose place of residence is in the county of Halifax in the State of North Carolina, was by me sworn to testify the whole truth of his knowledge touching the matter in controversy in the cause aforesaid, & that his deposition was reduced to writing, & subscribed by him in my presence on the third day of October, one thousand eight hundred & seventy, between the hours of 8 o'clock in the forenoon & six o'clock in the afternoon at the office of the judge of the probate court of Halifax County, State of North Carolina, in the town of Halifax, county of Halifax, & State of North Carolina.

CHARLES N. WEBB,
Justice of the Peace.

STATE OF NORTH CAROLINA,
Halifax County:

I, John T. Gregory, clerk of the superior court of Halifax
40 County, the same being a court of record of superior jurisdiction having a clerk & seal, hereby certify that Charles N. Webb, whose name is signed to the foregoing certificate to the depositions of Priscilla Johnson, Nancy King, & Joshua J. Heptinstoll, was at the time of signing the same, & now is, one of the justices of the peace for the county of Halifax, North Carolina, duly commissioned & qualified; that the said certificates are in due form of law, & that full faith & credit are due to the same.

In testimony whereof I have hereunto set my hand & the seal of said court at office in Halifax Town, the 3d day of October, A. D. 1870.

[L. S.] JOHN T. GREGORY,
Clerk of Superior Court of Halifax County, North Carolina.

Defendant's objections to evidence.

Defendant objected to reading deposition of Priscilla Johnson in whole because she was incompetent to testify in this cause. The objection was

by the court overruled, & said overruling was by the defendant at the time excepted to. Defendant also objected to other testimony, specified in a motion as follows, to wit:

Motion to suppress pl'ff deposition.

Circuit court of Adair County.

HENRY JOHNSON & PRISCILLA JOHNSON
against
EDWIN W. PARCELS, DEF'T.

Defendant moves the court to suppress the reading of the following portions of the deposition of Priscilla Johnson & exclude the same, to wit, the seventh interrogatory & answer thereto, because said interrogatory & answer are incompetent & illegal testimony, & the answer is hearsay; also question ninth, because the same is leading; also question tenth for the same cause; also question eleventh for the same
41 reason; also the first question on re-examination, because it is not pertinent to the issues raised in this cause. Defendant also moves the court to suppress & exclude the portions of the deposition of Joshua J. Heptinstoll, as follows: That part of question second & answer thereto, as far as it applies to character of Priscilla Johnson, because it is incompetent & improper evidence in this issue; also question fourth, because it is leading; also question sixth so far as the general character of Nancy King is enquired about, & the answer to said question on that point, because said question & answer in reference to the general character of Nancy King is not pertinent nor is her general character in controversey.

BARROW & MILLAN,
DE FRANCE & HOOPER & GILSTROP.

On the reverse side of said motion is the following endorsement:
Filed June 15th, 1871. A. Slingerland, clerk.

Which said objections were by the court overruled; to which overruling defendant at the time excepted, & herein saves his exceptions.

Plaintiffs close.

Here the plaintiffs closed their evidence.

And the defendant, to sustain his defence, offered & introduced the following, to wit:

Testimony of W. H. Parcels for defendant.

W. H. PARCELS, being produced & sworn, testified as follows:
I have lived in Adair County since it was a county, 1840. I was here at the time of the Government survey. Was at Fayette at the time of the first land sale. While there about Christmas, in 1846, the register, Morrison, introduced me to W'm McNair, Gov't receiver at the land-office. I know the land in question. I think Dr. J. C. Good made the first improvement upon it; am not certain. It was before the sale at Fayette, in 1846. While attending the land-sale in 1846, the said

42 W'm McNair told me he had a land-warrant to sell, owned by a minor, in North Carolina.

(To the giving of which evidence, the conversation of McNair to witness, the pl'ffs objected for the reason it was hearsay, irrelevant, & incompetent; & the court overruled the objections. Pl'ff' at the time excepted, & save herein their exceptions.)

McNair said he had to locate the warrant & it was not transferrable, & that he would have to locate before he could make title. I returned home & went to see Dr. J. C. Good; found he had gone to Fayette. When he came back he said he had got this land in the way McNair had spoken to me of.

The name in the warrant McNair showed me was Uriah W. Skinner. I was not present when McNair & Goode made this transfer. McNair said he wanted to convert said warrant into money; wanted me to take it; wanted to find some one who had an improvement that it might be located on it. At the time, & before the location, Dr. Good owned an improvement on the land in question & occupied it. McNair said for me to tell Good he would locate his land for him. I did not see Good. McNair & Good are now both dead.

Testimony of Roland for defend't.

FREDERICK ROLAND, being sworn, testified as follows:

I came here in 1846; lived on qr. section west of this in dispute. At that time there was a small improvement. I remember a cabin & small field. J. C. Good claimed it; had tenant on it by name of Cooly; don't know, of my own knowledge, of the entry; was not there with Good. I heard W. H. Parcels & McNair talking about the warrant. Parcels told me I could get it.

(To the testimony of F. Roland pl'ffs objected as being irrelevant, incompetent, & hearsay; which objections were overruled by the court; to which ruling pl'ffs excepted & save their exceptions.)

I think the improvements were bought by Good & not made
43 originally by him.

Testimony of Gilstrap.

ABNER GILSTRAP, esq'r, being sworn, testified as follows:

In the latter part of 1846 there was public land sale by the Governm't at Fayette, at which time this land was first offered for sale. I went there to enter land in Macon County. McNair said to me he had a land-warrant he wanted to lay for some one in North Carolina. He said it had to be laid in name of original grantee. I asked him how the title would come. He said it was for a minor & they could fix up papers. I declined, not liking the way it would place the title.

(To the testimony of said Gilstrap plaintiffs at the time objected, for the reason it was hearsay, irrelevant, & incompetent; which objection the court overruled, & the plaintiffs excepted & save herein their exceptions.)

Testimony of Jno. T. Smith for def't.

JOHN T. SMITH, being sworn, testified as follows:

I am acquainted with land in question. Mr. McNair wrote me in 1847 or '8 to have 3 appraisers appointed here to perfect this title in Dr. Good. I had it appraised & forwarded the appraisement.

by the court overruled, & said overruling was by the defendant at the time excepted to. Defendant also objected to other testimony, specified in a motion as follows, to wit:

Motion to suppress pl'ff deposition.

Circuit court of Adair County.

HENRY JOHNSON & PRISCILLA JOHNSON
against
EDWIN W. PARCELS, DEF'T.

Defendant moves the court to suppress the reading of the following portions of the deposition of Priscilla Johnson & exclude the same, to wit, the seventh interrogatory & answer thereto, because said interrogatory & answer are incompetent & illegal testimony, & the answer is hearsay; also question ninth, because the same is leading; also question tenth for the same cause; also question eleventh for the same
41 reason; also the first question on re-examination, because it is not pertinent to the issues raised in this cause. Defendant also moves the court to suppress & exclude the portions of the deposition of Joshua J. Heptinstoll, as follows: That part of question second & answer thereto, as far as it applies to character of Priscilla Johnson, because it is incompetent & improper evidence in this issue; also question fourth, because it is leading; also question sixth so far as the general character of Nancy King is enquired about, & the answer to said question on that point, because said question & answer in reference to the general character of Nancy King is not pertinent nor is her general character in controversey.

BARROW & MILLAN,
DE FRANCE & HOOPER & GILSTROP.

On the reverse side of said motion is the following endorsement:
Filed June 15th, 1871. A. Slingerland, clerk.

Which said objections were by the court overruled; to which overruling defendant at the time excepted, & herein saves his exceptions.

Plaintiffs close.

Here the plaintiffs closed their evidence.

And the defendant, to sustain his defence, offered & introduced the following, to wit:

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42 W'm McNair told me he had a land-warrant to sell, owned by a minor, in North Carolina.

(To the giving of which evidence, the conversation of McNair to witness, the pl'ffs objected for the reason it was hearsay, irrelevant, & incompetent; & the court overruled the objections. Pl'ff' at the time excepted, & save herein their exceptions.)

McNair said he had to locate the warrant & it was not transferrable, & that he would have to locate before he could make title. I returned home & went to see Dr. J. C. Good; found he had gone to Fayette. When he came back he said he had got this land in the way McNair had spoken to me of.

The name in the warrant McNair showed me was Uriah W. Skinner. I was not present when McNair & Goode made this transfer. McNair said he wanted to convert said warrant into money; wanted me to take it; wanted to find some one who had an improvement that it might be located on it. At the time, & before the location, Dr. Good owned an improvement on the land in question & occupied it. McNair said for me to tell Good he would locate his land for him. I did not see Good. McNair & Good are now both dead.

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FREDERICK ROLAND, being sworn, testified as follows:

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(To the testimony of F. Roland pl'ffs objected as being irrelevant, incompetent, & hearsay; which objections were overruled by the court; to which ruling pl'ffs excepted & save their exceptions.)

I think the improvements were bought by Good & not made
43 originally by him.

Testimony of Gilstrap.

ABNER GILSTRAP, esq'r, being sworn, testified as follows:

In the latter part of 1846 there was public land sale by the Governm't at Fayette, at which time this land was first offered for sale. I went there to enter land in Macon County. McNair said to me he had a land-warrant he wanted to lay for some one in North Carolina. He said it had to be laid in name of original grantee. I asked him how the title would come. He said it was for a minor & they could fix up papers. I declined, not liking the way it would place the title.

(To the testimony of said Gilstrap plaintiffs at the time objected, for the reason it was hearsay, irrelevant, & incompetent; which objection the court overruled, & the plaintiffs excepted & save herein their exceptions.)

Testimony of Jno. T. Smith for def't.

JOHN T. SMITH, being sworn, testified as follows:

I am acquainted with land in question. Mr. McNair wrote me in 1847 or '8 to have 3 appraisers appointed here to perfect this title in Dr. Good. I had it appraised & forwarded the appraisement.

Here defendant offered & read in evidence what purported to be a record from superior court at Halifax County, North Carolina, in words & figures as follows, to wit:

Copy of transcript, superior court, N. Carolina.

STATE OF NORTH CAROLINA, *Halifax County:*

Be it remembered that a court of pleas & quarter sessions, began & held for the County of Halifax, at the court-house in Halifax Town, on the third Monday of May, in the year of our Lord one thousand eight hundred & sixty-four, it being the 20th day of said month. The usual proclamation being made, the court opened according to adjournment; present the worshipful Benj. W. Edwards, Rice B. Pierce, & Mark H. Pettevay, esquires, justices of said court.

44 Among other proceedings the following proceedings were then & there had & held, to wit:

The court doth appoint Henry Johnson guardian to Calvin Skinner, orphan of Uriah W. Skinner, who entered into bond with Kindred King & Thomas Lewis, as sureties, which bond is filed of record in said court & is in words & figures as follows, to wit:

STATE OF NORTH CAROLINA:

Know all men by these presents, that we, Henry Johnston, Kindred King, & Thomas Lewis, are held & firmly bound unto the State of North Carolina in the just & full sum of five hundred dollars, current money of the said State, to be paid to the said State of North Carolina; to which payment, well & truly to be made, we bind ourselves & every of us, our & each of our heirs, executors, & administrators, jointly & severally, firmly by these presents, sealed with our seals, & dated this 22d day of May, A. D. 1844.

Whereas the above-bounden Henry Johnston hath been this day by the worshipful court of Halifax County, appointed guardian to Calvin Skinner, orphan of Uriah W. Skinner, deceased:

Now, the condition of the above obligation is such, that if the said Henry Johnston, guardian as aforesaid, shall well & truly discharge his guardianship by taking care of & improving all the estate belonging to said orphan, & shall also settle his guardianship accounts with the court of said county, as required by law, & that he will deliver up to the said Calvin Skinner, orphan as aforesaid, when he shall attain lawful age, all such estate as said Calvin Skinner ought of right to be possessed of, or sooner if required, agreeable to the true intent & meaning of the act of the general assembly in such cases made & provided, then this obligation be void; otherwise to remain in full force & virtue.

45 HENRY JOHNSON. [SEAL.]

his

KINDRED + KING. [SEAL.]

mark.

THOMAS LEWIS. [SEAL.]

Signed, sealed, and delivered in the presence of—
JA'S SIMMONS.

I hereby certify that A. Joyner, B. W. Edwards, & Rice B. Pierce, esqrs., justices, were upon the bench at the time of granting the above guardianship.

Test: JA. SIMMONS, *Clerk.*

And afterwards, to wit, at the May term of said court of pleas & quarter sessions, which began & was held for the county of Halifax, at the court-house in Halifax Town, on the third Monday in May, in the year of our Lord one thousand eight hundred & forty-seven, (it being the 17th day of said month,) the usual proclamation being made by the sheriff, court met according to adjournment—

Present the worshipful Rice B. Pierce, Benj. W. Edwards, A. Joyner, & M. L. Wiggins, esquires, justices of said court—

The following proceedings, among other proceedings, were then & there had & held, to wit:

Henry Johnson, guardian, to Calvin Skinner, his ward,	Dr.	Cr.
To nothing coming into my hands belonging to said ward, this 19th May, 1847		
Paid clerk's fee for making this return		20 cts

And afterwards, to wit, at the August of said court of pleas & quarter sessions, which began and was held for the county of Halifax, at the court-house in Halifax Town, on the third Monday in August, in the year of our Lord one thousand eight hundred & forty-seven, (it being the 16th day of said month,) the usual proclamation being made by the sheriff, court met according to adjournment—

46 Present, the worshipful M. L. Wiggins, Rice Pierce, & B. W. Edwards—

The following proceedings, among other proceedings, were then & there had & held, to wit—

Henry Johnston, heretofore appointed guardian to Calvin Skinner, comes into court & renews his guardian-bond, with Eli Lewis & *Lunsford* King as his sureties, which bond is accepted by the court & filed of record, & of which the following is a true copy in words & figures, that is to say—

STATE OF NORTH CAROLINA:

Know all men by these presents that we, Henry Johnston, Eli Lewis, & Kindred King, are held & firmly bound unto the State of North Carolina, in the just & full sum of three hundred dollars, current money of the said State, to be paid to the said State of North Carolina; to which payment, well & truly to be made, we bind ourselves & every of us, our & each of our heirs, executors, & administrators, jointly & severally, firmly by these presents, sealed with our seals, & dated this 16th day of August, A. D. 1847.

Whereas the above-bounden Henry Johnston hath been this day, by the worshipful court of Halifax County, appointed guardian to Calvin Skinner, orphan of Uriah Skinner, deceased:

Now, the condition of the above obligation is such, that if the said Henry Johnston, guardian as aforesaid, shall well & truly discharge his guardianship by taking care of & improving all the estate belonging to the said orphan, & shall also settle his guardianship accounts with the court of said county, as required by law, & that he will deliver up to the said Calvin Skinner, orphan as aforesaid, when he shall attain lawful age, all such estate as he ought of right to be possessed of, or sooner if required, agreeable to the true intent & meaning of the act of

46½ the general assembly in such cases made & provided, then this obligation to be void; otherwise to remain in full force & virtue.

HENRY JOHNSON. [SEAL.]
ELI LEWIS. [SEAL.]
his
KINDRED + KING. [SEAL.]
mark.

Signed, sealed, & delivered in the presence of—
W. W. DANIEL, *Clk.*

I hereby certify that Andrew Joyner, R. B. Pierce, B. W. Edwards, & M. L. Wiggins, esquires, justices upon the bench at the time of granting the above guardianship.
Test: W. W. DANIELS, *Clerk.*

And afterwards, to wit, at the Feb'uary term of said court of pleas & quarter sessions, which began & was held for the county of Halifax, at the court-house in Halifax Town, on the third Monday of February, in the year of Lord one thousand eight hundred & forty-eight, (it being the 21st day of said month,) the usual proclamation being made by the sheriff, court met according to adjournment—

Present the worshipful M. L. Wiggins, Rice B. Pierce, & B. W. Edwards—

The following proceedings, among other proceedings, were then & there had & held, to wit:

Henry Johnson, guardian, in account with Calvin Skinner,

	Cr.	Dr.
To cash on hand, received 11th Feb'y, 1848, for military bounty-land sold in the State of Missouri.....		114 35
Interest on the same to this 22 Feb. 1848		15
		114 50
By cash paid cl'k, guardian-bond.....	80 c.	
" " " for renewal	20	
		1 00
This 22d Feb'y, 1848.....		113 50

47 And afterwards, to wit, at the February term of said court of pleas & quarter sessions, which was begun & was held for the county of Halifax, at the court-house in Halifax Town, on the third Monday of February, in the year of our Lord one thousand eight hundred & forty-nine, (it being the 19th day of said month,) the usual proclamation being made by the sheriff, court met according to adjournment—

Present the worshipful Rice B. Pierce, R. J. Hawkins, James Jones, M. L. Wiggins, Tho's P. Devereux, & Benj. W. Edwards, esquires, justices of said court—

The following proceedings, among other proceedings, were then & there had & held, to wit:

Calvin Skinner in account with Henry Johnston, his guardian,

	Cr.	Dr.
By am't due ward 22d Feb'y, 1848		113 50
Interest till 22 February, 1849.....		6 81
		120 31

To am't paid Miss Savage for tuition	2 80	
Clerk for his account	20	
Deduct 5 per c't. commission on $123.31	6 17	
		9 12
Balance due ward 22d February, 1849		111 14

And afterwards, to wit, at the February term of said court of pleas & quarter sessions, which began & was held for the county of Halifax, at the court-house in Halifax Town, on the third Monday of February, in the year of our Lord one thousand & fifty, (it being the 18th day of said month,) the usual proclamation being made by the sheriff, court met according to adjournment—

Present the worshipful Tho's P. Devereux, M. L. Wiggins, Rice B. Pierce, A. Joyner, & B. W. Edwards, esquires, justices of said court—

48 The following proceedings, among other proceedings, were then & there had & held, to wit:

Henry Johnson, guardian of Calvin Skinner, comes into court & renews his bond as guardian in *in* the sum of $500, with Elias Lewis & Kindred King as sureties, which bond is filed of record, & is in words & figures following, to wit:

STATE OF NORTH CAROLINA:

Know all men by these presents that we, Henry Johnson, Eli Lewis, & Kindred King, are held & firmly bound unto the State of North Carolina in the just & full sum of five hundred dollars, current money of the said State, to be paid to the said State of North Carolina; to which payment well & truly to be made, we bind ourselves, & every of us, our & each of our heirs, executors, & administrators, jointly & severally, firmly by these presents, sealed with our seals, & dated this 18th day of February, A. D. 1850.

Whereas the above-bounden Henry Johnson hath been heretofore by the worshipful court of Halifax County, appointed guardian to Calvin Skinner, orphan of Uriah Skinner, deceased:

Now, the condition of the above obligation is such, that if the said Henry Johnson, guardian as aforesaid, shall well & truly discharge his guardianship by taking care of & improving all the estate belonging to the said orphan, & shall also settle his guardianship accounts with the court of said county, as required by law, & that he will deliver up to the said Calvin Skinner, orphan as aforesaid, when he shall attain lawful age, all such estate as he ought of right to be possessed of, or sooner if required, agreeable to the true intent & meaning of the act of the general assembly in such cases made & provided, then this obligation to be void; otherwise to remain in full force & virtue.

49 HENRY JOHNSON. [SEAL.]
ELI LEWIS. [SEAL.]
KINDRED his × mark. KING. [SEAL.]

Signed, sealed, & delivered, in the presence of—

I hereby certify that A. Joiner, B. W. Edwards, & Rice B. Pierce, esquires, justices, were upon the bench at the time of granting the above guardianship.

Test:

W. W. HAMIL, *Clerk.*

Calvin Skinner in account with Henry Johnson, his guardian.

	Cr.	Dr.
Amount due ward 22 Feb'y, 1849		111 14
Interest till 22 Feb'y, 1850		6 67
		117 81
To am't paid for renewal of guardian-bond	60	
" " " book, Emerson	37	
" " " clerk, this act	20	
Commission of $7.84 at 5 p'r c't	39	
		1 56
Balance due ward 23d Feb'y, 1850		$116 25

And afterwards, to wit, at the February term of said court of pleas & quarter sessions, which began & was held for the county of Halifax, at the court-house in Halifax Town, on the third Monday of February, in the year of our Lord one thousand eight hundred & fifty-one, (it being the 17th day of said month,) the usual proclamation being made by the sheriff, court met according to adjournment—

Present the worshipful Rice B. Pierce, Andrew Joyner, M. L. Wiggins, & B. W. Edwards, esquires, justices of said court—

The following proceedings, among other proceedings, were then & there had & held, to wit:

Calvin Skinner in account with Henry Johnson, his guardian.

50	Cr.	Cr. Dr.
By am't due ward 22d of Feb'y, 1850		116 25
In't till the 22d of Feb'y, 1851		6 92
		$123 22
To am't paid clerk, this act	20	
Deduct 5 p'r c't. commission on in't 6.97	35	
		55
Balance due ward 22d Feb., 1851		$122 67

And afterwards, to wit, at the February term of said court of pleas & quarter sessions, which began & was held for the county of Halifax, at the court-house, in the town of Halifax, on the third Monday of February, in the year of our Lord, one thousand eight hundred & fifty-two, (it being the 6th day of said month,) the usual proclamation being made by the sheriff, court met according to adjournment—present the worshipful Rice B. Pierce, M. L. Wiggins, Tho's P. Devereau, Benj. W. Edwards, & A. Joyner, esquires, justices of said court—the following proceedings, among other proceedings, were then & there had & held, to wit:

Calvin Skinner in act. with Henry Johnson, his guardian.

1852. By am't due ward, 2d February, 1851	$122 56
Interest due February , 1852	7 35
Clerk this ats	20
	$129 71

And afterwards, to wit, at the February term of said court of pleas & quarter sessions, which began & was held for the county of Halifax, at the court-house in Halifax Town, on the third Monday of February, in the year of our Lord, one thousand eight hundred & fifty-three, (it being the 21st day of said month,) the usual proclamation being made by the sheriff, court met according to adjournment—present, the worshipful M. L. Wiggins, Rice B. Pierce, Benj. W. Edwards,
51 & A. Joiner, esquires, justices of said court—the following proceedings, among other proceedings, were then & there had & held, to wit:

H. C. Skinner in account with Henry Johnson, guardian.

	Cr.	Dr.
By am't due ward, 16 Feb., 1852		$129 71
Interest due 21 Feb'y, 1853		7 78
		$137 49
To am't paid Henry Johnson	$24 31	
Deduct 5 per cent. commissions	1 21	
Clerk this account	20	25 72
		$111 77

Copy of this a/c. returned to Feb. court, 1853.

February 21st, 1853. Rec'd of Henry Johnson, my guardian, one hundred & eleven dollars & seventy-seven cents, it being the amount due me by the said Johnson as guardian.

CALVIN SKINNER.

In the superior court.

STATE OF NORTH CAROLINA, *Halifax County:*

I, John T. Gregory, clerk of the superior court, in & for the county of Halifax, in the State aforesaid, & by law constituted judge of probate, within & for said county, & having in charge as such, the records & proceedings concerning the appointment, qualifications & settlements, & all other matters & things pertaining to administration & guardianship in said county, do certify that the foregoing contains a full, true, & perfect transcript of the record of said court of pleas & quarter sessions, held for said county, appointed Henry Johnson guardian of Cal-
52 vin Skinner, minor, heir of Uriah W. Skinner, deceased, & true copies of his three several bonds, executed as such guardian, together with the returns made to court of his actings & doings as such guardian, as fully as the same appears of record, & on file in my office. I further certify that said courts of pleas & quarter sessions at the date of said proceedings, had jurisdiction in probate matters, in said county.

In testimony whereof I have hereunto subscribed my name & affixed the seal of said court, at office, in Halifax Town, this 14th day of October, A. D. 1870.

[L. S.]

JOHN T. GREGORY,
Clerk Sup'r Court & Judge of Probate,
Halifax County, North Carolina.

(Rev. stamp, 5 c.)

STATE OF NORTH CAROLINA, *Halifax County:*

I, Samuel W. Watts, judge of the sixth judicial district of North Carolina, in which district is included Halifax County aforesaid, do hereby certify that John T. Gregory, whose name is signed to the foregoing certificate, is now, & was at the time of signing the same, clerk of the superior court & probate judge for said county, & that his said attestation is in due form & by the proper officer, & that full faith & credit are due to his official acts as such.

Given under my hand this 18th day of October, A. D. 1870.

SAM'L W. WATTS,
Judge of the Sixth Jud'l Dist. of North Carolina.

STATE OF NORTH CAROLINA, *Halifax County:*

53 *Certf. of clerk to certf. & signature of judge of Halifax Co., N. C.*

I, John T. Gregory, clerk of the superior court of the county & State aforesaid, do hereby certify that Sam'l W. Watts, whose name is subscribed to the foregoing certificate, is now, & was at the time he subscribed the same, a judge of the superior court of the sixth judicial district of North Carolina, in which district is included Halifax County, duly commissioned & qualified, & that full faith & credit are due to all of his official acts as such.

In testimony whereof I have hereunto subscribed my name & affixed my official seal at office, in Halifax Town, this 19th day of October, A. D. 1870.

[L. S.]

JOHN T. GREGORY,
Clerk Superior Court & Probate Judge of Halifax County, North Carolina.

Plaintiff's objections to introduction of transcript.

To the introduction & reading of which, the pl't'ff's at the time objected, for the reason it was not a legal transcript; that it was not authenticated according to law; that it did not show Johnson was guardian of Henry Calvin Skinner, & was otherwise incompetent, & irrelevant & improper. Because said court was not shown to be a court of record & of probate & common law jurisdiction; & the court overruled their objections; to which ruling the plaintiffs at the time excepted & save herein their exceptions.

Defendant then offered & read in evidence, a record from Howard County, Missouri, in words & figures as follows, to wit:

Howard County transcript.

STATE OF MISSOURI,
County of Howard, sct:

54 Be it remembered that at a term of the county court of Howard County, in the State of Missouri, held at the city of Fayette, in said county, on the 8th day of September, A. D. 1847, said court being a court of record, & having probate jurisdiction, were present justices C. C. P. Hill, W. M. Jackson, A. J. Herndon, clerk, & Jacob Hendrick, sheriff, among other proceedings had in said court, on the aforesaid day, were the following, to wit:

The court appointed W'm McNair, curator of the estate of Calvin

Skinner, heir of Uriah W. Skinner, dec'd. Ordered, that he execute a bond in the sum of $400.00.

And afterwards, on the day aforesaid, were the following, to wit:

The bond of W'm McNair as curator of the estate of Calvin Skinner, was presented to the court for their approval or rejection, which said bond is rec'd & approved by the court, & ordered to be filed & recorded. Which said bond was in words & figures as follows, to wit:

Know all men by these presents that we, W'm McNair as principal & Samuel C. Major as his security, are held & firmly bound unto the State of Missouri, for the use of Calvin Skinner, in the penal sum of four hundred dollars; for the payment of which, well & truly to be made, we bind ourselves, our heirs, executors, & administrators, jointly & severally, firmly by these presents, sealed & dated the 8th day of September, A. D. 1847.

The condition of the above bond is that William McNair, who was, on the 8th day of September, 1847, appointed by the county court of Howard county, curator of the estate of Calvin Skinner, shall faithfully discharge all the duties of such curator according to law or the order
55 or decree of any court having jurisdiction, then the above bonds to be void: otherwise to remain in full force.

W'M McNAIR, [SEAL.]
SAMUEL C. MAJOR. [SEAL.]

STATE OF MISSOURI,
County of Howard, set:

I certify that the above & foregoing bond was filed for record on the 8th day of September, A. D. 1847.

A. J. HERNDON, *Clerk.*

And afterwards, on the same day aforesaid, were the following, to wit:

The court ordered W'm McNair, curator of Calvin Skinner, to sell a tract of land belonging to said ward, situated in Adair County, Mo., to wit: S. E. quarter of section 4, in township 62, range 15, containing 160 acres, for cash in hand, at private sale, after having the same appraised according to the statute in such cases made & provided, for the purpose of educating said minor.

And afterwards, at the December term of said court, held at the city of Fayette in the aforesaid county, on the 10th day of said month, 1847, were present Justices C. C. P. Hill, A. F. Walden, W. M. Jackson; A. J. Herndon, clerk, & Jacob Headrick, sheriff, among other proceedings in said court on the aforesaid day, were the following, to wit:

W'm McNair, curator of Calvin Skinner, presents a final settlement, which is received & ordered to be recorded, which settlement was in words & figures as follows, to wit:

We, the undersigned, being three householders, residing in the county of Adair & State of Missouri, do solemnly swear that neither
56 we nor either of us are interested as creditor or otherwise, in the estate of Calvin Skinner, (a minor of Halifax County & State of North Carolina,) & that we will faithfully & to the best of our ability, view & appraise the real estate belonging to such minor, which may be shown to us by J. T. Smith as the agent of W'm McNair of Howard County, the curator of said estate.

BARTLETT ASHER.
BENJAMIN MURPHY.
S. BUTTERWORTH.

Subscribed & sworn to before me this 8th of Nov., 1847.
GEO. F. HASHER, *J. P.*

We, Bartlett Asher, Benjamin Murphy, & S. Butterworth, appointed appraisers to view & appraise certain real estate hereinafter described & situated in the county of Adair, State of Missouri, & belonging to the estate of Calvin Skinner, a minor, of Halifax County, North Carolina, do hereby certify that we have viewed the following real estate, to wit, the southeast q'r of section No. 4, (four,) in township No. sixty-two, (62,) of range No. fifteen, (15,) containing 160 acres, & have appraised the same to the sum of two hundred dollars. Given under our hands this 8th day of Nov., 1847.

BARTLETT ASHER.
BENJAMIN MURPHY.
S. BUTTERWORTH.

To the Howard County court:

I, W'm McNair, as curator of the estate of Calvin Skinner, of North Carolina, do hereby report, in compliance with the order of the said court, I have made sale of the southeast q'r of section No. 4, in township 62, of range No. 15, containing 160 acres, to James C. Good, of Adair County, Mo., for two hundred dollars, ($200.) Fayette, Mo., December 7th, 1847.

57

I, W'm McNair, curator of the estate of Calvin Skinner, of North Carolina, having sold the real estate belonging thereto, do solemnly swear that I have not, directly or indirectly, purchased such real estate, or any part thereof, or any interest therein, & that I am not interested in the property sold, except as stated in the report, & so far as my compensation for my trouble in locating & selling such land as concerned.

Fayette, Dec. 9th, 1847.

W'M McNAIR, *Curator.*

Sworn to in open court Dec'r 8th, 1847.

A. J. HERNDON, *Clk.*

W'm McNair, curator of the estate of Calvin Skinner, of North Carolina, in account with said estate, Dr.

1847.		
November 8.	To amount of inventory, being the southeast q'r of section 4, in township No. 62, of range No. 15, containing 160 acres, valued at $200.00....	$200 00

1847.	CONTRA.		
Dec. 8.	By clerk's fees.....	$ 2 75	
	" commissions & expenses.....	24 00	
			$ 26 75
	Balance due ward.....		$173 25

STATE OF MISSOURI,
County of Howard, set:

The above & foregoing settlement was filed on the 8th December, 1847.

A. J. HERNDON, *Clerk.*

And afterwards, in said court, on the last day aforesaid, were the following, to wit:

Ordered by the court that William McNair, curator of Calvin
58 Skinner, pay to the guardian of said ward in North Carolina the amount in his hands on final settlement.

And afterwards, at the February term of said court, held at the city of Fayette, on the 8th day of said month, 1848, were present Justices C. C. P. Hill, A. F. Walden, W. M. Jackson, A. J. Herndon, clerk, & Jacob Headrick, sheriff, among other proceedings had in said court on the day aforesaid were the following, to wit:

William McNair, curator of Calvin Skinner, presented a receipt in full, of the amount in his hands, from Henry Johnson, guardian of s'd minor in North Carolina. He is therefore discharged.

STATE OF MISSOURI,
County of Howard, sct:

I, Andrew J. Herndon, clerk of the county court in & for the county of Howard aforesaid, do certify that the foregoing is a full & complete transcript of the record & proceedings had in this said county court of Howard in relation to the matter of W'm McNair, curator of the estate of Calvin Skinner, as truly & perfectly as the same remain of record in my office.

Witness my hand & official seal of said court, at office in Fayette, this 23d day of September, A. D. 1870.

[L. S.] ANDREW J. HERNDON, *Clerk.*

Copy of power of attorney from Henry Johnson.

Defendant then read in evidence an exemplification of a power of attorney & attached papers from Henry Johnson, which is in words & figures following, to wit:

I hereby certify that the accompanying papers, numbered from 1 to 4, truly copied from the original in the office of the Commissioner of Pensions.

J. H. BAKER,
Commissioner of Pensions.

59 Be it remembered that James H. Baker, who has signed the foregoing certificate, is Commissioner of Pensions, & that to his attestations full faith & credit are & ought to be due.

In testimony whereof I have hereunto subscribed my name & caused the seal of the Department to be affixed on this 1st day of June, in the year of our Lord one thousand eight hundred & seventy-one.

[L. S.] B. R. COUSIN,
Acting Secretary of the Interior.

Know all men by these presents, that I, Henry Johnson, of the county of Halifax, State of North Carolina, guardian for Calvin Skinner, heir at law of Uriah W. Skinner, deceased, do make, constitute, & appoint Capt. Henry Garrett, of the county & State aforesaid, my true & lawful attorney, for me & in my name, as guard. aforesaid, to procure for me, the said guardian, the re-issuing of the land-warrant, numbered 26198, for the services of the said Uriah W. Skinner, dec'd, as a private soldier in the 35th Reg't U. S. Infantry, with the power to make

& constitute an att'y or att'ys for the purposes above-mentioned, & to do all lawful acts requisite for effecting the premises, hereby ratifying & confirming all that my said att'y or his substitutes shall lawfully do by virtue hereof.

In witness I have hereunto set my hand & seal this 22d day of May, A. D. 1844.

HENRY JOHNSON, [SEAL.]
Guardian for Calvin Skinner.

STATE OF NORTH CAROLINA:

I, James Simmons, clerk of the court of pleas & quarter sessions for the county of Halifax, do hereby certify that Henry Johnston,
60 whose genuine signature appears to the *the* within power of attorney, came before me & acknowledged that he executed the same for the purposes therein expressed; also, that at our last court of pleas & quarter sessions held for our said county, on the 3d Monday in May last, the guardianship of Calvin Skinner was, by our said court, committed to the hands of the said Henry Johnson, who duly executed a bond with security, which was accepted by the court, all of which appears of record in my office. And I further certify that Henry J. Hervey, whose genuine signature appears to the annexed affidavit of William Fawcett, is & was when he signed the same, an acting justice of the peace, duly commissioned & qualified, in & for our said county.

In testimony whereof I hereto set my hand & affix my seal of office this 14th day of June, 1844.

[L. S.] JA. SIMMONS, *Clerk.*

STATE OF N. CAROLINA, *Halifax County:*

I, Rice B. Pierce, chairman of the court of pleas & quarter sessions (county court) for the county aforesaid, do hereby certify that James Simmons, whose genuine signature appears above, is & was at the date of said signature, cl'k of said court, & that full faith & credit is due to his certificate as such, & that the same is in due form of law. This 5th day of June, A. D. 1844.

RICE B. PIERCE, *Chairman.*

STATE OF N. CAROLINA,
Halifax County:

61 Personally appeared before me, Henry J. Hervey, one of the acting justices of the peace in & for said county, W'm Fawcett, late a soldier in the 35th Regiment of Inf't'y, upon being duly sworn deposeth & saith as follows: That the said William Fawcett was personally acquainted with Uriah W. Skinner, & that the said Uriah W. Skinner, whilst a resident of the aforesaid county, did enlist as a private soldier in the 35th Reg't Inf't'y, in Capt. Preston's company, & that the col. commandant was Jos. Goodwin. He enlisted for during the war, & served the time out for which he did enlist, & received an honorable discharge at Norfolk, Va.

Sworn to & subscribed before me this 27th day of May, A. D. 1844.

his
WILLIAM + FAWCETT.
mark.

Test: H. J. HERVY, *J. P.*

STATE OF NORTH CAROLINA, *Halifax County:*

I have been personally acquainted with W'm Fawcett for some five or six years, & have never known his veracity doubted.

May 27th, 1844.

H. J. HERVEY.

STATE OF N. CAROLINA, *Halifax County:*

I, James Simmons, clerk of the court of pleas & quarter sessions (county court) for the county aforesaid, do hereby certify that Rice B. Pierce is and was at the time of signing the foregoing certificate, to which his genuine signature is attached, chairman of & presiding justice of the court aforesaid, & that full faith & credit is due to the same, & that it is in due form of law.

In testimony whereof I hereunto set my hand & affix my seal
62 of office this 5th day of June, 1844.

[L. S.] JA. SIMMONS, *Clerk.*

To the introduction & reading of which the plaintiffs at the time objected, for the reason it was irrelevant & incompetent; which objections the court overruled; to which ruling pl'ffs at the time excepted, & save herein their exceptions.

Defendant then offered & read in evidence a certificate of relocation & attached papers in words and figures as follows, to wit:

Copy of certif. of relocation & attached papers.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND-OFFICE, *May 29th*, 1871.

I, Willis Drummond, Commissioner of the General Land-Office, do hereby certify that the annexed is a true & literal exemplification of the certificate of right to locate "War of 1812 warrant, No. 26198, for 160 acres," issued in name of Uriah W. Skinner, & on file in this office.

In testimony whereof I have hereunto subscribed my name & caused the seal of this office to be affixed at the city of Washington, on the day & year above written.

WILLIS DRUMMOND,
Commissioner of the General Land-Office.

WAR DEPARTMENT,
OFFICE OF THE COMMISSIONER OF PENSIONS.

It is hereby certified that the land-warrant No. 26198, for 160 acres, has been issued in the name of Uriah W. Skinner, who was a private in the company commanded by Captain Walker, of the Thirty-fifth Regiment United States Infantry, under date of March 27th, 1829, & was deposited in the General Land-Office at the seat of Government, &
63 that, pursuant to the provisions of the subjoined act of Congress, approved on the 27th day of July, 1842, entitled "An act to provide for satisfying claims for bounty-lands for military services in the late war with Great Britain & for other purposes," this certificate of right to locate said warrant on any quarter-section of land, subject to private entry, will be received at any of the land-offices of the United States under the regulations & restrictions set forth in the accompanying statement of the Commissioner of the General Land-Office.

After the location of this certificate it is to be surrendered to the General Land-Office, whence the patent will issue.

Given under my hand at the Pension-Office, this 11th day of June, 1844.

J. L. EDWARDS,
Commissioner of Pensions.

To HENRY GARRETT, Esq'r,
Halifax, N. Carolina.

(Endorsed:) Rec'd Jan. 11th, 1847.

Desired to be located on the southeast q'r of section No. 4, township No. 62, range No. 15, containing 160 acres. Register's office, Fayette, Mo., Jan. 11, 1847. W'm McNair, register.

No. 26449.] LAND-OFFICE, *Fayette, Mo., Jan.* 11, 1847.

It is hereby certified that, in pursuance of the within act, Uriah W. Skinner has this day located at this office the following tract of land, viz, the southeast q'r of section No. 4, township No. 62, range No. 15, containing 160 acres.

W'M MCNAIR, *Register.*

An act to provide for satisfying claims for bounty-lands for military services in the late war with Great Britain & for other purposes.

64 *Be it enacted by the Senate & House of Representatives of the United States of America in Congress assembled,* That in all cases of warrants for bounty-lands for military services in the war of 1812 with Great Britain, which remain unsatisfied at the date of this act, it shall be lawful for the person in whose name such warrant shall have issued, his heirs, or legal representatives, to enter, at the proper land-office in any of the States or Territories in which the same may lie, the quantity of the public lands subject to private entry to which said person shall be entitled in virtue of such warrant, in quarter-sections, provided such warrants shall be located within five years from the date of this act.

SEC. 2. *And be it further enacted,* That the terms prescribed for the issuing warrants by the Secretary of the Department of War, under the act entitled "An act to allow further time to complete the issuing & locating of military land-warrants during the late war," & under the act entitled "An act to extend the time of issuing military land-warrants to the officers & soldiers of the revolutionary army," both of which acts were approved January twenty-seventh, eighteen hundred & thirty-five, be, & the same are hereby, respectively, renewed & continued in force for the term of five years from & after the date of this act, and all cases which shall not, within the term aforesaid, be finally disposed of, shall be thereafter forever barred from the benefits of all claim to bounty-land for services performed within the spirit & meaning of said acts; provided that warrants issued under the provisions of this section may be located as is provided for warrants under the first section of this
65 act; and provided further, that the certificate of location obtained under the provisions of this act shall not be assignable, but the patent shall in all cases issue in the name of the person originally entitled to the bounty-land, or to his heirs or legal representatives.

Approved July 27, 1842.

The first section of the act of Congress above quoted authorizes that the accompanying certificate from the Department of War be located in the name of the warrantee, (the same not being assignable,) on any quarter-section of public land subject to private entry at any of the land-offices of the United States. Special care must be taken that the location shall not interfere with a tract of land to which the right of pre-emption has attached, or is about to attach, in virtue of the provisions of the act of Congress, approved September 4th, 1841, entitled "An act to appropriate the proceeds of the sales of the public lands & to grant pre-emption rights."

Inasmuch as settlers claiming such right of pre-emption are required by the aforesaid act, within thirty days next after the date of such settlement, to file with the register of the proper district a written statement describing the land settled upon, & declaring the intention of such person to claim the same under the provisions of the act, it inevitably results that until after the lapse of such term of thirty days from the date of the attempted location hereof, (except in cases where such evidence may be filed in advance of such legal period,) it cannot be determined whether or not such location be clear of interference with a settler's claim. The register of the land-office at which the location
66 is desired to be made will therefore note, on this document, (in ink,) the date when the same is received at his office, & indicate thereon, (in pencil,) the tract of land desired to be located, & make a corresponding annotation, (in pencil,) on the tract-book, & township-map, & so soon as it shall have been determined that the desired location can be admitted, the register will make the appropriate entry permanently, (in ink,) on the tract-book & map, & endorse his certificate of location on this paper, to be forwarded to this office for the purpose of having a patent issued thereon.

General Land-Office, 13th day of June, 1844.

THO. H. BLAKE,
Commissioner of the General Land-Office.

Defendant then offered & read in evidence a letter from the Commissioner of the Gen. Land-Office in words & figures following, to wit:

Letter of Commissioner Gen. Land-Office.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND-OFFICE,
Washington, D. C., May 29th, 1871.

SIR: In compliance with your application of the 25th inst., made in behalf of Messrs. Barrow & Miller, of Kirksville, Mo., I have caused to be made & herewith transmit a certified copy of War of 1812 warrant, No. 26198, for 160 acres, issued for the services of Uriah W. Skinner, a private in Walker's Company, 35th Regiment, U. S. Infantry; also a certified copy of the certificate of right to locate said warrant No. 26198, issued by the Commissioner of Pensions June 11, 1844. The fees for the copies enclosed under the act of Congress of July 2, 1864, & which are paid by us into the U. S. Treasury, are $2.60, which you will please see remitted to this office.

67 The other copy desired by your correspondent, viz, the evidence furnished to the Commissioner of Pensions, upon which he granted a certificate of right to locate, is on file in the Pension Office, & I here-

with return the affidavit, &c., enclosed by you, in order that the necessary application be made to that office.

Very respectfully, your ob't servant.

WILLIS DRUMMOND.
Commissioner.

A. S. PIERCE, *Room No. 27 Wright's Building.*

Here the defendant offered & read in evidence the two deeds from McNair to J. C. Good, which pl'ffs had introduced & appeared in plaintiffs tesmony, & also deed from Good to Parcels.

Defendant then offered & read in evidence a power of attorney from Johnson to H. J. Hervey in words & figures as follows, to wit:

Power of attorney from Johnson to Hervey.

Whereas Henry Calvin Skinner & Priscilla Johnson, wife of Henry Johnson, & previous to her intermarriage with said Henry, widow of Uriah Skinner, deceased, & all of Halifax County, in the State of North Carolina, are seised in fee-simple of certain real estate, situate, lying, & being in the county of Adair, in the State of Missouri, to wit: All that real estate in the said county of Adair known & described as the south-east quarter of section No. 4, (four,) of township No. sixty-two, (62,) of range number fifteen, (15,) containing 160 acres (one hundred and sixty more or less;) also the following blocks of town lots, to wit, block numbered as follows: One, two, three, four, five six, seven, eight, nine, ten, 11, 12, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nine-
68 teen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, situate, lying, & being in the northeast addition to the town of Kirksville, & so described on the official plat of the said town of Kirksville: Now, know all men by these presents that we, the aforesaid Henry Calvin Skinner, Henry Johnson, & the aforesaid Priscilla, his wife, all of the county of Halifax, & State of North Carolina aforesaid, have made, constituted, & appointed, & by these presents do make, constitute, & appoint & in our place & stead & in the place & stead of each of us put & depute Henry J. Hervey, of Halifax County, North Carolina, our true & lawful attorney & the attorney of each of us, for us & in our name, & in the name of each of us, to our use & in our behalf, & to the use & in the behalf of each us to ask, demand, sue for, recover, & receive by all lawful ways & means, all such rents & arrears of rents, & all such compensation & damages as may be due & owing to us, or any of us, from any person or persons whatever, on account of the use & occupation by any person or persons whatever of the said described real estate or of any part thereof, & in case any person or persons whatever should claim to hold the said real estate or the premises described, or any portion thereof, adversely to us or any of us, for us & in our name & in the name of each of us to ask, demand, sue for, receive, & receive from such person or persons the possession of the the said real estate, & such person or persons by all lawful ways & means for us & in our name & in the name of each of us to eject therefrom; &, moreover, we have made, constituted, & appointed, & by these presents do make, constitute, & appoint, *& by these presents do make, constitute, and appoint,* & in our place & stead put & depute, & in the place & stead of each of us, the aforesaid
69 Henry J. Harvey, our true & lawful attorney, & the attorney of each of us, for us & in our name, & in the name of each of us, to

grant, bargain, sell, or convey the aforesaid real estate in the premises described, with the appurtenances & all our & each of our estate, right, title, & interest therein, unto such person or persons & for such parcel or parcels & for such price or prices as he shall think proper; & also for us & in our name, place, & stead, & in the name, place, & stead of each of us, as our act & deed, & the act & deed of each of us, to sign, seal, & deliver, & acknowledge all such deed or deeds of conveyance as shall be necessary, for the absolute granting, & assuring of the premises unto the purchaser or purchasers in fee-simple.

And, moreover, we, the said Henry Calvin Skinner, Henry Johnson & wife, Priscilla, hereby give to the said attorney full power & authority for us & in our name, & in the name of each of us, to demise or lease any portion or parcels of the said real estate for any term of months or years, to such person or persons, & at such rent, & upon such covenants as he shall think proper; &, moreover, hereby giving unto our said attorney all our power & authority for us & in our name, & in the name of each of us, to retain the professional services of an attorney or attorneys at law in the said State of Mo., upon such compensation as he shall see fit, to aid him in the premises, & an attorney or attorneys in fact under him for all the purposes aforesaid to make & constitute, & again, at pleasure, revoke, and giving all receipts, acquittances, discharges, thing or things, device or devices, & every
70 other act or acts in the law whatsoever needful or necessary to be done in the premises, for us, & in our name, & in the name of each of us, to do, execute, & perform as fully, largely, & amply, to all intents & purposes as we or either of us might or could do if personally present; hereby ratifying, confirming, & holding for firm & effectual all that our said attorney may lawfully do in the premises.

In witness whereof the said parties have hereunto set their hands & seals in the town of Halifax, county of Halifax, & State of North Carolina, this the day of January, A. D. 1870.

HENRY CALVIN SKINNER. [SEAL.]
HENRY JOHNSON. [SEAL.]
her
PRISCILLA + JOHNSON. [SEAL.]
mark.

STATE OF NORTH CAROLINA,
Halifax County, Probate Court:

Before me, John T. Gregory, judge of probate for the county of Halifax, State of North Carolina aforesaid, & empowered by law to take the probate & acknowledgement of deeds, this day personally appeared Henry Calvin Skinner, Henry Johnson & his wife, Priscilla Johnson, who are personally known to me to be the persons whose names are subscribed to the foregoing power of attorney, & in the presence of each other acknowledge, that they had executed the said letter of attorney to Henry J. Harvey, for the purposes therein set forth, of date January 12th, 1870, & declared the same to be their act & deed, & that of each of them; & thereupon, Priscilla Johnson, wife of the said Henry Johnson, was by me privately examined, separate & apart from
71 her said husband, touching her voluntary assent to the said power of attorney, when the contents of the same being by me first made known to her, she acknowledged, upon such examination, that she executed the same voluntarily, of her own free will & accord, without the fear, compulsion, or undue influence of her said husband

or of any other person, & and that she does not now wish to retract the same.

In testimony whereof I have hereunto set my hand & seal of office, at office, in Halifax Town, this the 12th day of January, A. D. 1870.

[L. S.] JOHN T. GREGORY,
Probate Judge of Halifax County, North Carolina.

Filed for record April 4, 1870, & recorded in book P of conveyances, pages 545, '6, '7 of Adair County records.

E. O. GATES,
Recorder Adair County, Missouri.

Pl'ffs' object. to introduction of power of attorney.

To the introduction & reading of which plaintiffs at the time objected for the reason it was irrelevant, incompetent, & impertinent; which objections were by the court overruled; to which ruling plaintiffs at the time excepted & save herein their exceptions.

This being all the evidence in this cause the case was argued & submitted to the court.

The plaintiffs then asked the court make the following declarations of law in words & figures following, to wit:

PRISCILLA JOHNSON & HENRY JOHNSON, her husband, plaintiffs,
vs.
72 EDWIN W. PARCELS, DEF'T.

Declaration of law for pl'ffs asked & by court refused.

Now come the plaintiffs & ask the court to declare the law governing this case to be as follows:

I. That if, on the 27th day of March, 1829, the military bounty land-warrant, issued by the Government of the United States to Uriah W. Skinner, numbered 26198, under an act of Congress passed the 6th day of May, 1812, was, on the 11th day of January, 1847, located in the name of Uriah W. Skinner, on the lands in controversy, & afterwards, by virtue of said location & entry the Gov't of the United States issue a patent to the said Uriah W. Skinner, dated March 5th, 1847, & if, on a day of 1834, at the death of Uriah W. Skinner, the pl'ff 't Priscilla Johnson was the wife of said Uriah W. Skinner, then the said Priscilla has dower in said lands, although the said Uriah W. died before the location of said warrant or the issuing of said patent.

II. The plaintiffs ask the court to declare the law to be that, although the warrant No. 26198 was located & patent issued upon & for the land in question after the death of Uriah W. Skinner, in 1834, yet he, the said Uriah W. Skinner, was seized of said land at the date of his death, & in his lifetime, & if the said Priscilla was the wife of the said Uriah W. Skinner at his death, in 1834, then the said Priscilla is entitled to dower on the said lands in controversy.

III. That the statute of the U. S. of 1846, passed is construed to mean that if such a warrant, such as is in evidence, is located in the
73 name of a person deceased & a patent issues, then the location & patent are both valid, & the location, entry, & patent relate back to the death of the patentee & he was seized while living.

IV. Plaintiffs asked the court to declare the law to be that in this

case the said Henry Calvin Skinner, or Calvin Skinner, heir at law of Uriah W. Skinner, took the land in controversy by descent.

V. That if the evidence shows that, on the 11th day of January, 1847, Uriah W. Skinner entered the lands in question, & that James C. Good accepted of a deed purporting to convey the land in question as that of H. C. Skinner, as heir at law of Uriah W. Skinner, & claims title through him, & that defendant accepted of a deed purporting to convey the land in question as the land of Good, & defendant, at this time, has shown no other legal title to said land, then in that case the defendant is estopped from denying the seizure of Uriah W. Skinner.

Which were by the court refused, to which ruling the plaintiffs at the time excepted, & save herein their exception.

Finding of the court.

The court found for the defendants, to which the plaintiffs at the time excepted & save herein their exceptions.

Motion for a new trial.

The pl'ffs then on same day filed their motion for a new trial in words & figures as follows, to wit:

In the circuit court of Adair County, June term, A. D. 1871.

HENRY JOHNSON & PRISCILLA JOHNSON, PL'FFS,
against
EDWIN W. PARCELS, DEF'T.

Now come the plaintiffs in the above cause & ask that the
74 court grant a new trial in the above-entitled cause for the following reasons:

1st. Because the court improperly overruled the plaintiffs' motion to strike out part of def't's answer.

2d. Because the court, against the objections, admitted the evidence of William H. Parcels & Roland.

3d. Because the court admitted & considered irrelevant & incompetent evidence.

4th. Because the court erred in admitting in evidence the certified record of the superior court of pleas & quarter sessions of Halifax County, North Carolina.

5th. The court erred in admitting in evidence the power of attorney from Henry Johnson to Henry Garrett.

6th. The court erred in admitting in evidence the power of attorney from plaintiffs to Henry J. Hervey.

7th. The court erred in rendering judgment for the defendant.

8th. Because the judgment of the court is contrary to the law & evidence.

9th. Because the decisions & rulings of this court were contrary to law.

ELLISON & ELLISON,
HARRINGTON & COVER,
Att'ys for Plaintiffs.

On the back of said motion is the following, to wit:
Filed June 17th, 1871. A. Slingerland, clerk.

Mo. for a new trial overruled.

Which said motion was, by agreement, taken up & considered & by the court overruled; to which ruling the pl'ffs at the time excepted & save herein their exceptions.

Mo. in arrest.

The plaintiffs, on the same day, filed *his* motion in arrest of judgment in words & figures as follows, to wit:

75 HENRY JOHNSON & PRISCILLA JOHNSON, pl'ffs,
against
EDWIN W. PARCELS, DEF'T.

In the circuit court of Adair County, June term, A. D. 1871.

Now come the plaintiffs in the above-entitled cause & move the court to arrest the judgement in this cause for the following reasons, to wit:

1st. Because the answer of the def't contains no legal defense to plaintiffs' cause of action.

2d. The court erred in overruling motion to strike out part of def'ts answer.

3d. The court erred in rendering judgment for def't.

4th. The court erred in overruling motion for a new trial in this cause.

5th. Because the judgement of the court is contrary to law & evidence.

ELLISON & ELLISON,
HARRINGTON & COVER,
Att'ys for Plaintiffs.

On the back of said motion is the following endorsement:
Filed June 17th, 1871. A. Slingerland, clerk.

Motion to arrest overruled.

Which said motion was, by agreement, taken up & considered & overruled by the court, to which ruling the pl'ffs at the time excepted & herein save their exceptions. After which the court ordered the following judgment to be rendered for the defendant in words & figures following, to wit:

Judgment for defendant.

PRISCILLA JOHNSON & HENRY JOHNSON
against
EDWIN W. PARCELS.

And now the court, after having heard the evidence adduced in this cause, doth find the issue for the defendant. It is therefore considered by the court that the plaintiffs take nothing by their writ, & that defend-
ant go thereof without day & recover of the plaintiffs his costs &
76 & charges in this behalf expended, & have thereof execution.

To the rendition of which the plaintffis at the time excepted & save herein their exceptions; & here present this, their bill of exceptions & ask that they be signed & sealed & made a part of this record, which is done this 17th day of June, 1871.

E. V. WILSON, *Judge.* [SEAL.]

And afterwards, to wit, at the said June term, A. D. 1871, of the Adair County circuit court, & on the 17th day of the said month of June, it being the 12 judicial day of said term, there being present the following officers to wit: Hon. E. V. Wilson, judge; W. C. Helles, esquire, circuit attorney; A. J. Knight, sheriff of Adair County; & A. Slingerland, clerk of the said court, when the following further proceedings were had in said cause, to wit:

PRISCILLA JOHNSON & HENRY JOHNSON
against
EDWIN W. PARCELS.

Now come the parties herein, by their attorneys, when the plaintiffs, by their attorneys, present to the court their bill of exceptions taken & saved herein, which is by the court signed & sealed & ordered to be made a part of the record in this cause.

Order for appeal.

The plaintiffs then filed their affidavit for an appeal of this cause to the supreme court of the State of Missouri, & also an appeal-bond, upon which an appeal is, by the court, granted.

It is therefore ordered by the court that the clerk make out a full & complete transcript of the record & papers in this cause, as is called for by the bill of exceptions herein, & duly certify the same to the clerk of the Supreme Court of the State of Missouri.

77 STATE OF MISSOURI.
County of Adair, ss:

I, A. Slingerland, clerk of the circuit court in & for said county, hereby certify that the above is a true, full, & complete transcript of the original bill of exceptions, record, & papers in the cause therein named, as the same appears of record on file in my office. Witness my hand as clerk & the seal of said court. Done at this office in Kirksville, this 26th day of September, 1871.

[L. S.] A. SLINGERLAND, *Clerk.*

Bill of costs.

E. O. Gates clerk of Adair circuit court:

May term, '70.	Fil. pet., 5c; copy pet. 50c.; cert. & seal, 50c.; sum., 1.00; 1 copy, 10c	$2 15
Oct., 1870.	Com. take dep. 50c.; 1 s'p'a, def't, 25	75
May, 1870.	2 dock., 10c.; app'r., 20c.; mo. for cost, 20c.; mo. with., 20.; bond filed, 20c.; dem'r, 20	1 10
	Dem'r with., 20c.; leave to ans., 20c.; cert., 25.	65
Oct., 1870.	2 dock., 10c.; app'r., 20c.; mo. to strike out answer 20c.; cert., 25	75
		$5 40

E. Darrow, sheriff of Adair Co:

May, '70.	Serv. sum. on def't, 1.00; call. act. & parties, 15c	1 15
Oct., 1870.	Ser. sp'a 1 wit., 50.; call. act. & parties, 15	65
		1 80

A. J. Knight, sheriff Adair County:

June, 1871.	Serve 5 witness, 2.50; call. act. & parties, 15	$2 65

A. Slingerland, clerk Adair cir. court.

2 dock., 10c.; app'r. parties, 20c.; 2 s'pa's, def't, 50c.; mo. to strike out pl. answ., 20c.; sust. as to pl't., 20	1 20
Overruled as to p't, 20c.; leave to am'd ans., 20c.; rep. filed, 5c.; sub. miss., 35; swear to wit., 25	1 05
Mo. to sup. dep., 20c.; mo. overruled, 20c.; order finding of court, 35; mo. to set 'side verd't, 20c	95
Mo. overruled, 20c.; mo. in arrest, 20c.; mo. overruled, 20c; jud'm't, 50c.; dock. j'n't, 10c.	1 20
Satisfac. 25c.; bill except'n, 20c.; fil. aff. 20c.; bond, 20; order appeal, 35	$1 20
	$5 60

	Cost of deposition for pl'ff, paid by p'ff	$3 65
	Witnesses:	
78	June, 1871. T. Rowland, Macon Co., 7 days, 90 miles	$15 95
	A. L. Giltstrap " " 7 " 75 "	14 75
	W. H. Parcels, Adair " 7 " "	7 00
	W. H. Horton, " " 1 " 12 "	1 96
	A. Slingerland, clerk, making this transcript, 26,100 words, @ 15c. per 100 words	$39 15
	Certif. & seal	50
	Postage	36
	Paid by appellants	$40 01

Proceedings in supreme court.

And afterwards, to wit, at the October term, A. D. 1871, of the supreme court, the following further proceedings were had in said cause, to wit:

WEDNESDAY, *October* 18, 1871.

PRISCELLA JOHNSON ET AL., AP.
v.
EDWIN W. PARCELS, RESP.

Assignment of errors; statement and brief of appellants; and statement and brief of respondent filed.

Which assignment of errors is in the words and figures following, to wit:

Assignment of errors.

The court erred:

1. In overruling the motion of plaintiffs to strike out part of defendant's answer.

79 2. In admitting in evidence conversations of McNair.

3. In admitting in evidence the testimony of Roland and Parcels.

4. In admitting in evidence the testimony of A. Gilstrap.

5. In admitting in evidence the record of the superior court of Halifax County, North Carolina.

6. In admitting in evidence a power of attorney from Henry Johnson, and attached papers.

7. In admitting in evidence a power of attorney from plaintiffs to H. J. Harvey.

8. In refusing to give the declarations of law asked by the plaintiffs.

9. In finding a verdict for defendant.

10. In overruling the motion of plaintiffs for a new trial.

11. In overruling the motion of plaintiffs in arrest of judgment.

12. In rendering judgment for defendant.

ELLISON & ELLISON AND
HARRINGTON & COVER,
Att'ys for Ap'l'ts.

Respondent comes and says there are no such errors in the record and proceedings of said cause in said court below as are assigned by said appellants.

BARRON & MILLAN AND
GILSTRAP & DEFRANCE,
Att'ys for Resp.

80 And, afterwards, at the same term of said court, the following further proceedings were had in said cause, to wit:

THURSDAY, *October* 19, 1871.

PRISCELLA JOHNSON ET AL., AP'L'TS,
vs.
EDWIN W. PARCELS, RESP'D'T.

Now again come the parties, by their attorneys, and, after argument herein, submit this cause to the court.

And, afterwards, at the same term of said court, the following judgment was rendered in said cause, to wit:

Judgment of Adair circuit court reversed & cause remanded.

MONDAY, *October* 30, 1871.

PRISCELLA JOHNSON AND HER HUSBAND,
Henry Johnson, appellants,
vs.
EDWIN W. PARCELS, RESPONDENT.
} Appeal from Adair circuit court.

Now again come the parties aforesaid, by their respective attorneys, and the court, being now sufficiently advised of and concerning the premises, doth consider and adjudge that the judgment rendered herein by the said Adair circuit court be reversed, annulled, and for naught held-

and esteemed; that the said appellants be restored to all things
81 which they have lost by reason of the said judgment; that the said cause be remanded to the aforesaid Adair circuit court for further proceedings to be had therein, in conformity with the opinion of this court herein delivered and filed; and that the said appellant recover of the said respondent their costs and charges herein expended, and have execution therefor.

And, afterwards, at the same term of said court, the following further proceedings were had in said cause, to wit:

TUESDAY, *November* 7, 1871.

PRISCELLA JOHNSON ET AL., AP.,
vs.
EDWIN W. PARCELS, RESP.

Now again comes the respondent, by his attorneys, and files a writ of error from the Supreme Court of the United States in this cause, which is allowed. Citation filed. Bond filed and approved.

Which bond is in the words and figures following, to wit:

Bond.

Know all men by these presents that we, Edwin W. Parcels, Nelson Grogan, John H. Morris, Willis B. Harlan, John L. Porter, and John Thomas, are held and firmly bound unto Priscilla Johnson and her husband, Henry Johnson, in the full and just sum of one thousand
82 dollars, to be paid to the said Priscilla Johnson and her husband, Henry Johnson, their heirs, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals, and dated this seventh day of November, in the year of our Lord one thousand eight hundred and seventy-one.

Whereas, lately, at the October term, A. D. 1871, of the supreme court of the State of Missouri, in a suit depending in said court between Priscilla Johnson and her husband, Henry Johnson, appellants, and Edwin W. Parcels, respondent, judgment was rendered against the said Edwin W. Parcels; and the said Edwin W. Parcels having obtained a writ of error of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said Priscilla Johnson and her husband, Henry Johnson, citing and admonishing them to be and appear at a Supreme Court of the United States to be holden at Washington the first Monday of December, A. D. 1872:

Now, the condition of the above obligation is such, that if the said Edwin W. Parcels shall prosecute said writ to effect, and answer all damages and costs, if he fail to make good his plea, then the above obligation to be void; else to remain in full force and virtue.

E. W. PARCELS. [SEAL.]
N. GROGAN. [SEAL.]
83 J. H. HARRIS. [SEAL.]
JNO. L. PORTER. [SEAL.]
W. B. HARLAN. [SEAL.]
JOHN THOMAS [SEAL.]

Sealed and delivered in the presence of—

Approved by—

W. CURRIER, *Judge.*

(Endorsed:) Priscella Johnson & her husband, Henry Johnson, ap'l'ts, vs. Edwin W. Parcels, resp. Bond. Filed Nov. 7, 1871. Francis Minor, clerk, p'r Jos. F. Baird, D. C.

Copy of opinion of the court.

In the supreme court of Missouri, October term, 1871.

PRISCELLA JOHNSON ET AL., AP., *vs.* E. W. PARCELS, RESP. } Appeal from Adair circuit court.

Opinion of the court.

From the record in this case it appears that one Uriah W. Skinner was a soldier in the service of the United States in the 35th Regiment of Infantry in the war of 1812, and, as such, was, under the acts of Congress, entitled to 160 acres of land; that, afterwards, on the
84 27th day of March, 1829, a land-warrant was issued to him; and that, in April, of the same year, he was married to the plaintiff, Priscilla, and they lived together until 1834, at which time he died, and she has since married Henry Johnson, who is made a plaintiff herein.

On the 11th day of January, 1847, the warrant was located on a tract of land in Adair County under an act of Congress, approved July 27, 1842, and, on March 5th, 1847, a patent was issued in the name of the said Uriah W.

Of the marriage the only issue born was Henry Calvin Skinner, who survived his father, and McNair was appointed his curator, and, under certain proceedings, sold his interest in the above-described land to one Good, who conveyed to Parcells, the defendant. The plaintiff instituted this suit for the purpose of obtaining dower in the premises, and the court below decided that she was not entitled to recover.

The only question, therefore, is, whether Uriah W., in his life-time, had such a seizin or estate as authorized her to be endowed.

It was said in the argument that she had received a third of the proceeds of the sale of the land; but the record fails to show any such fact, and she positively denies it.

The acts of Congress, whence the title to the land emanated, provided for giving, among other bounty for soldiers who should
85 enlist, 160 acres of land to be designated, surveyed, and laid off at the public expense in such manner and upon such terms and conditions as might be provided by law. (2 Stat. at Large, 669–672.)

Congress first prescribed that the lands above designated should be located within certain defined limits and within a restricted period. But the limit was extended from time to time and applied to other lands till finally by act approved July 27, 1842, (5 Stat. at Large, 497,) it was enacted that, in all cases for bounty-lands for military services in the war of eighteen hundred and twelve with Great Britain, which remained unsatisfied at the date of that act, it should be lawful for the person in whose name the warrant was issued, his heirs, or legal representatives, to enter at the proper land-office in any of the States or Territories, in which the same might lie, the quantity of public lands subject to private entry to which the said person should be entitled in virtue of such warrant in quarter-sections.

The act also allowed further time to complete the issuing and locating

of military land-warrants by continuing in force certain prior acts on the same subject, and provided that the certificate of location should not be assignable, but the patent should in all cases issue in the name of the person originally entitled to the bounty-land or to heirs or legal representatives.

86 Another act on the subject declares that, in all cases where patents for public lands have been or may hereafter be issued, in pursuance of any law of the United States, to a person who had died, or who shall hereafter die before the date of such patent, the title to the land designated therein shall enure to, and become vested in, the heirs, devisees, or assignees of such deceased patentee as if the patent had issued to the deceased person during life. (5 Stat. at Large, 31.)

It is insisted for the defendant that Henry Calvin Skinner, the heir, took as a purchaser, and that therefore no right of dower could attach in the plaintiff. But it is difficult to base this claim on any substantial ground. The patent issued by authority of the act of Congress, and the act of Congress was founded on a consideration directly moving from Uriah W. Skinner, the patentee and ancestor. It directly said to him if you will enlist and perform certain military services, the Government will give you as a bounty 160 acres of land. He accepted the proposition, executed his part of the contract, and the land-warrant was accordingly issued to him. Henry Calvin gave no consideration, entered into no contract of purchase, and simply acquired title because he was heir. All the title that he possessed he derived from his ancestor. This question has several times passed through judicial review in the tribunals of the country, and in all instances, so far as I have been

87 able to learn, the courts have held that the heir takes this character of title by descent and not by purchase. (Hoekler vs. Cabel, 1 Walk. Miss. 91; Lessee of bond vs. Swearingen, 1 Ohio, 182.)

The language of the act of Congress, it seems to me, is plain, and clearly expresses the intention had in view by the law-makers. It is that where, in pursuance of law, a patent has or may issue to a person who has died before the issuance of the patent, the title to the land designated therein shall enure to and become vested in, the heirs, devisees, or assignees of such deceased patentee as if the patent had issued to the deceased person during life. This clearly shows that a descent of the premises was contemplated. Had the person lived and the patent been issued to him during his life-time, the act would have been useless, for the land would have descended to the heir, devisee, or assignee, in the very manner directed. But, being dead, the law relates the title back to the time when he was living, and for all the purposes of descent and distribution invests him with title. Military bounty-land warrants have always been considered as real estate and go, upon the death of the holder, to the heirs-at-law, and not to the executors and administrators. Such has been the uniform view held and practiced by the General Government. (3 Op. Att'ys Gen'l, 382.)

In the case of Wells vs. Moore, (16 Mo., 478,) it was held that, under the act of Congress of March 3, 1843, a widow was not entitled

88 to dower in land to which her husband had a mere right of pre-emption, which had not been consummated at the time of his death.

The act of March 3rd, 1843, under which the decision was made, enacted "that in any case, where a party entitled to claim the benefits of any of the pre-emption laws, shall have died before consummating his claim, by filing in due time, all the papers essential to the establishment of the same, it shall be competent for the executor or administra-

tor of such party, or one of the heirs, to file the necessary papers to complete the same, provided that the entry, in such cases, shall be made in favor of the 'heirs' of the deceased pre-emptor, and a patent thereon shall cause the title to enure to the said heirs, as if their names had been specially mentioned." When the pre-emptor dies, the law makes the original grant to the heir. A pre-emption interest in lands is not an estate of inheritance. The pre-emptor's right is merely to purchase at a fixed price, within a limited time, in preference to others. He may be unable or unwilling to purchase at the price, or by the time mentioned in the law, and the land may be then sold to others. These conditions annexed to his possession show clearly that he is not invested with an inheritable estate. Again, where the papers have not been filed by the pre-emptor in his life-time, the executor or administrator, or the heir, is clothed with the duty of completing the same, and there is no recognition of the widow's right to dower. It is obvious that no part of her dower-interest in the estate of her husband could be taken to pay the purchase of the pre-emption claim, and it would therefore have to be paid out of the estate. The two cases are wholly unlike and present no similarity whatever. In the case at bar the heir takes a descendible estate, as if there was a seizin in fact on the part of the ancestor; in the other case, when certain acts are performed by the executor, or administrator, or heir, there is an original grant to the heir.

89

There is another principle which is invoked in this case and that is the doctrine of relation.

Mr. Cruise, in his work on real property, says: "There is no rule better founded in law, reason, and convenience than this, that all the several parts and ceremonies necessary to complete a conveyance, shall be taken together as one act, and operate from the substantial part by relation."

In Maguire vs. Tyler, (40 Mo., 406,) we held that patents issued by the United States Government, relate back to the first or inceptive act, in the series of concurrent acts, which are necessary under the laws to complete the conveyance.

In Landes vs. Brant, (10 How., 348,) the title in question was an imperfect one in the original claimant, under the Spanish government, and a creditor of the one holding this title, seized and sold this title on execution, and subsequently to this the United States confirmed the title to the original claimant. It was held by relation that he was the real owner when the sale was made, and consequently the purchaser under the sheriff's sale held the land against the devisee of the original claimant. The same doctrine is announced in Barr vs. Gratz. (4 Wheat., 213.) But the courts will not apply the doctrine of relation, when, by so doing, they will work injustice to the rights of innocent parties, acquired between the events which, it is proposed, thus to unite by relation nor by making that tortious which was lawful originally. A deed made in pursuance of a previous contract to sell, may, as between the parties to the same, relate back to the date of the contract, but it will not be allowed to do so, to the injury of intermediate innocent purchasers, or strangers who have acquired an interest. (3 Wasb. Real Prop., 277; Frost vs. Beckman, 1 Johns. Ch., 297; Vancourt vs. Moore, 26 Mo., 92.)

90

Now if we apply the doctrine laid down by Cruise that all the several parts and ceremonies necessary to complete a conveyance shall be taken together as one act, and operate from the substantial part, by relation, we

find that the enlistment into the military service by Uriah W. Skin-
91 ner, and the promise by the Government to give him 160 acres of land as bounty, were the substantial parts. In the language of this court they constitute the first inceptive acts, and the patent must relate back to them according to the rule laid down in Magwire vs. Taylor, and Landes vs. Brant. No question of innocent purchaser can arise in this case, for the record shows that Good purchased the premises as the land of Henry Calvin Skinner, and this deed was regularly recorded long before the land was conveyed to Parcells. Parcells then purchased with full knowledge, and if he was negligent in inquiring into Skinner's title, any loss that he may suffer he must attribute to his own want of watchfullness and care.

The result is that the plaintiff is entitled to dower in the land mentioned in the petition, and the judgment must therefore be reversed, and the cause remanded.

The other judges concur.

DAVID WAGNER.

STATE OF MISSOURI, *ss:*

I, Francis Minor, clerk of the supreme court, held in S't Louis, of the State of Missouri, certify that the above and foregoing is a full,
92 true, and complete copy of the record and proceedings in the above-entitled , as fully as the same remain of record, and on file in my office.

In testimony whereof I hereto set my hand and affix the seal of said court, at office in the city of S't Louis, this eleventh day of January, A. D. 1872.

[SEAL.]

FRANCIS MINOR, *Clerk.*
Per JOS. F. BAIER, *D. C.*

Transcript fee, $51.50, paid by Att'y Barron.

93 The United States of America to Priscilla Johnson and her husband, Henry Johnson, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December, A. D. 1872, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Missouri, wherein Edwin W. Parcels is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Philemon Bliss, presiding justice of the supreme court of the State of Missouri, this seventh day of November, in the year of our Lord one thousand eight hundred and seventy-one.

P. BLISS, *J.*

94 STATE OF MISSOURI,
County of Adair, ss:

I, Andrew J. Knight, sheriff of the county of Adair, in the State of Missouri, on oath certify that I served the within citation on Harrington and Cover, a firm of attorneys composed of Francis M. Harrington and William W. Cover, and on Ellison and Ellison, a firm of attorneys composed of Andrew J. Ellison and James Ellison, who are the attorneys of record of the within-named Priscilla Johnson and Henry Johnson, by

delivering a true copy thereof to said Andrew J. Ellison for the use of his firm, and also a true copy to said William W. Cover for the use of his firm, and also by reading the same to said Francis M. Harrington, William W. Cover, and Andrew J. Ellison, all on the nineteenth day of December, A. D. 1871, in my said county of Adair, in the State of Missouri.

A. J. KNIGHT,
Sheriff Adair County, Missouri.

Subscribed and sworn to before me this 20th day of December, 1871, and I certify that said Andrew J. Knight is the sheriff of Adair County, in the State of Missouri.

H. D. RISDON,
U. S. Commissioner.

(Indorsed :) Priscella Johnson & her husband, Henry Johnson, d. e., vs. Edwin W. Parcels, p. e. Citation. Filed November 7, 1871. Francis Minor, clerk. Per J. F. Baier, d. c.

95 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the supreme court of the State of Missouri, greeting:

Because, in the records and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court before you, at the October term of said court, A. D. 1871, between Priscilla Johnson and her husband, Henry Johnson, appellants, and Edwin W. Parcels, respondent, a manifest error hath happened to the great damage of the said Edwin W. Parcels, respondent as aforesaid, as by his complaint appears:

We, being willing that error, if any hath been, should be duly corrected, and full and speedy justice to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December, A. D. 1872, in the said Supreme Court of the United States, to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court of the United States may cause further to be done therein to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, this seventh day of November, in the year of our Lord one thousand eight hundred and seventy-one.

Issued at office in the city of S't Louis, with the seal of the circuit court of the United States for the districts of Missouri, dated as aforesaid.

AUSTIN DRAKE,
Clerk C. C. U. S. Missouri Districts.

Allowed by—

P. BLISS.

96 STATE OF MISSOURI, *ss:*

I, Francis Minor, clerk of the supreme court held at S't Louis, of the State of Missouri, in obedience to the mandate of the within

writ, herewith transmit to the honorable Supreme Court of the United States, at Washington, a full, true, and complete transcript of the record and proceedings in the within-entitled cause as fully as the same remains of record and on file in my office.

In testimony whereof I hereunto set my hand and affix the seal of said court, at office in the city of S't Louis, this eleventh day of January, A. D. 1872.

[SEAL.]

FRANCIS MINOR, *Clerk.*
Per JOS. F. BAIER, *D. C.*

(Indorsed:) Priscella Johnson and her husband Henry Johnson, d. e., vs. Edwin W. Parcels, p. e. Writ of error. Filed November 7, 1871. Francis Minor, cl'k, p. J. F. Baier, d. c. Fee for writ of error, preparing bond & citation, $2.50; paid by pl'ff in error.

(Indorsement on cover:) No. 342. Edwin W. Parcels, plaintiff in error, vs. Priscilla Johnson and her husband, Henry Johnson. Missouri sup. court. Filed 7th December, 1872.